

PLANON SOFTWARE AS A SERVICE (SaaS) AGREEMENT

This software as a service (SaaS) agreement (including its Annex(es)) with “Contract ID” _____, a private limited liability company, duly incorporated and existing under the laws of England, with its principal office at 6th floor Park Gate, _____, a private limited liability company, duly incorporated and existing under the laws of _____, and jointly the “Parties”. This Agreement shall be effective as of (i) the Start Date, (ii)

(the “Agreement”) is made by and between Planon Ltd., a private limited liability company, duly incorporated and existing under the laws of England, with its principal office at 6th floor Park Gate, 161-163 Preston Road, Brighton BN1 6AU and having D-U-N-S Number 23-759-1925 (“Planon”) and _____, with its registered office at _____ and having D-U-N-S Number _____, (“Customer”), each a private limited liability company, duly incorporated and existing under the laws of _____, and jointly the “Parties”. This Agreement shall be effective as of (i) the Start Date, (ii) or (iii) the date of last signature below (whichever date is earlier) (“Effective Date”).

1. DEFINITIONS. Where capitalized in this Agreement, capitalized terms shall have the meanings as set forth within the body of the Agreement or in the applicable Order Form.

“Affiliate” means any entity controlled by, controlling, or under common control with a Party hereto. For this purpose, the term “control” shall mean the direct or indirect ownership of more than 50% of the voting stock or other ownership interests of that entity.

“Asset Lease Accounting Contract Line” means an active contract line in the Planon Lease Management Solution as part of the Planon SaaS Services linked to an asset. The hit count will be increased by one with every contract line in the system status ‘Precalculated’ or ‘Active’. The hit count will be decreased by one with every contract line in the status ‘Expired’ or ‘Terminated’.

“Customer Data” means any data submitted by or for Customer to the Planon SaaS Services and all results from processing such data, including derivative works thereof.

“Devices” means mobile phones, PCs, laptops, tablets, kiosk devices and other devices that are authorized to process Customer Data in the Planon SaaS Services.

“Documentation” means the documentation of the Planon SaaS Services accessible online, as updated or amended from time to time, including without limitation the description of the Planon SaaS Services including related support and the user guides as available within the Planon SaaS Services.

“Initial Subscription Period” means (i) if the Start Date is the first day of the month, then 36 months from the Start Date; (ii) if the Start Date is not the first day of the month, then the number of days remaining from the Start Date until the end of that month plus 36 months.

“Measure Point” means a connection with one or more physical or virtual sources of data input like, but not limited to, sensors, which provide location-based information like, but not limited to, occupancy, temperature or air quality.

“Named User” means a unique identifiable person that is authorized to access and use the Planon SaaS Services. For the avoidance of any doubt, a Named User account may only be used by that specific unique identifiable person and not be shared among other person(s).

“Order Form” means an ordering document specifying the Planon SaaS Services, Consultant Services and/or Training Services to be provided under this Agreement that is entered into between Customer and Planon or, if applicable and subject to article 2.2 below, between Planon and any Affiliate of Customer, including any annexes and/or supplements thereto.

“Planon Lease Accounting Base Package” means access to the business logic in the Planon Lease Management Solution as part of the Planon SaaS Services for lease accounting calculations.

“Planon SaaS Cloud” means middleware consisting of both software and hardware providing a gateway operated by Planon, its Affiliate(s), licensor(s) and/or its subcontractor(s).

“Planon SaaS Services” means the software as a service(s) and related support that are ordered by Customer under an Order Form and provided by Planon, its Affiliate(s), licensor(s) and/or subcontractor(s) as specified and set forth in this Agreement, including associated offline components, as described in the Documentation.

“Property Lease Accounting Contract Line” means an active contract line in the Planon Lease Management Solution as part of the Planon SaaS Services linked to a property. The hit count will be increased by one with every contract line in the system status ‘Precalculated’ or ‘Active’. The hit count will be decreased by one with every contract line in the status ‘Expired’ or ‘Terminated’.

“Transaction” means a successful modification of an order or visitor in Planon Self-Service. After a successful modification or execution of a task is completed then the cumulative counter (the hit count) will be incremented by one.

2. PLANON SAAS SERVICES - TRIAL SUBSCRIPTION.

2.1 Planon grants Customer the limited and revocable right to access and use the Planon SaaS Services pursuant to this Agreement, the Documentation and the applicable Order Form for the duration of the Subscription Period, unless otherwise agreed in Order Form(s). Customer’s access and use of the Planon SaaS Services is subject to compliance by Customer with the terms and conditions of this Agreement and granted for use by Customer in the country in which Customer has its registered office (“Territory”) for Customer’s own internal use and benefit, in its normal course of business, and for the license model, number and type of authorized Named Users, Transactions, Measure Points, Planon Lease Accounting Base Package(s), Property Lease Accounting Contract Line (bundle(s)), Asset Lease Accounting Contract Line (bundle(s)) and/or Devices agreed and paid for in accordance with the Order Form(s).

2.2 If agreed upon in Order Form(s), the foregoing grant of rights applies to Affiliates of Customer as well provided that 1 database instance is used in this respect, in which case this Agreement shall apply accordingly. Use and orders for such use and access for the benefit of an Affiliate of Customer shall be provided through Customer and Customer shall pay Planon the related fee due. Only an approved Affiliate of Customer is entitled to enter directly into an Order Form with (an Affiliate of) Planon, provided that such Affiliate agrees to be bound by the terms of this Agreement as if it were an original party to this Agreement. In both the event of access and use of the Planon SaaS Services by an Affiliate of Customer as well as executing an Order Form by an Affiliate of Customer, Customer remains responsible for compliance by its Affiliates with this Agreement and, if applicable, any Order Form, and any breach thereof by an Affiliate shall constitute a breach of this Agreement or, if applicable, the respective Order Form by Customer.

2.3 Customer grants Planon and its Affiliates a perpetual, irrevocable, royalty-free license to use and incorporate into the Planon SaaS Services any suggestion, enhancement request, recommendation, correction or other feedback.

2.4 If agreed in an Order Form, Planon shall provide Customer with certain separate consultant services, business consulting, implementation services, creation of Customized Software services and/or managed services (together “Consultancy Services”) and/or training services (“Training

Services”) as agreed in such Order Form under terms and conditions as set forth in Annex B of this Agreement.

2.5 Planon may make available to Customer a trial of (i) demo application(s), (ii) additional functionality (iii) (third party) platform application(s) and/or (iv) beta functionality in a non-production environment whether or not in addition to already purchased Planon SaaS Services and/or free of charge for a duration ending (a) at the end of the trial period agreed in a specific agreed Order Form or (b) in the absence of a such specific agreed duration 14 days after access to the demo application(s), (third party) platform application(s), additional or beta functionality (“Trial Subscription”). Additional terms and conditions may apply to a Trial Subscription and/or appear in the Order Form or upon access to the Trial Subscription. Acceptance of the Order Form or use of the Trial Subscription by Customer is deemed its acceptance of such additional terms and conditions. Notwithstanding anything to the contrary in this Agreement, a Trial Subscription is provided on an “as-is” and “as-available” basis without giving any warranty and without accepting by Planon of any responsibility or liability whatsoever. The Trial Subscription is provided for evaluation and demo purposes only and not for production use, not considered as “Planon SaaS Services” under this Agreement, nor supported by Planon and/or third parties, and may be subject to additional terms. Planon may discontinue the Trial Subscription at any time in its sole discretion and may never make a Trial Subscription generally available. Subject to article 11.3 below, Planon will have no liability for any loss, harm or damage arising out of or in connection with any Trial Subscription.

2.6 Planon may provide Customer with certain software code, materials or information that are designed to assist Customer in enabling the Planon SaaS Services to access or communicate with Customer’s products or systems (collectively referred to herein as an “API”). Customer may use the API solely for the purpose of enabling such access or communication between the Planon SaaS Services and Customer’s products or systems. Integration work of the Planon SaaS Services into the Customer’s systems shall be performed by the Customer using the API and the tools made available by Planon as part of the Planon SaaS Services.

2.7 Planon expressly reserves all rights in its Planon SaaS Services, the API, the Planon SaaS Cloud and any Trial Subscription. It is acknowledged that all right, title and interest and all intellectual property rights inherent therein and/or related thereto are and will remain with Planon (or its Affiliate(s), licensor(s) and/or subcontractor(s), if applicable) and that the Planon SaaS Services are provided to Customer on a “software as a service” basis only and not sold, assigned or transferred to Customer. Planon does not grant to Customer any rights in and to the Planon SaaS Cloud used by Planon in the performance of the Planon SaaS Services other than expressly set forth herein.

3. FEES AND PAYMENTS.

3.1 Customer shall pay Planon the fees/amounts specified in the Order Form(s) (the “Fees”). Unless otherwise agreed in an Order Form, (i) Fees are based on Planon SaaS Services purchased and not actual usage and (ii) payment obligations are non-cancellable and Fees paid are non-refundable. Fees for Planon SaaS Services are due and payable by Customer in advance for 12 month periods as of the start date as specified in the initial Order Form (“Start Date”) and each anniversary thereof (each a “12 Month Period”), unless otherwise agreed.

3.2 If any additional authorized Named User(s), Devices, Transaction bundle(s), Planon Lease Accounting Base Package(s), Property Lease Accounting Contract Line (bundle(s)), Asset Lease Accounting Contract Line bundle(s) and/or Measure Point(s) are ordered during the Subscription Period, the related Fees will be calculated on a pro-rata basis for the remainder of the then-current 12 Month Period and calculated in full for each successive 12 Month Period thereafter and are due in full as of the moment of acceptance by Planon of such ordering. Customer may appoint in Planon’s online environment, if available, one or more application owner(s) (“Application Owner”) who is entitled to order on behalf of Customer additional Named User(s), Devices, Transaction bundle(s), Planon Lease Accounting Base Package(s), Property Lease Accounting Contract Line (bundle(s)), Asset Lease Accounting Contract Line bundle(s) and/or Measure Point(s), Trial Subscription and/or services (such as e-learning) under the same terms and conditions as agreed in this Agreement in Planon’s online environment. Parties agree that the Application Owner may authorize Named Users to order on behalf of Customer additional Named User(s), Devices, Transaction bundle(s), Planon Lease Accounting Base Package(s), Property Lease Accounting Contract Line (bundle(s)), Asset Lease Accounting Contract Line bundle(s) and/or Measure Point(s), Trial Subscription and/or services. Upon acceptance by Planon of additional orders, Planon will either send a confirmation of the order to the designated email address of the Application Owner or submit to Customer an Order Form reflecting the order for execution by Customer.

3.3 Invoicing by Planon will be done by providing Customer solely digital invoices in PDF format by email to the email address specified in writing by Customer. Changes in said e-mail address shall be reported in writing to Planon in advance. If for processing purposes it is required for Customer that an invoice refers to an order number from Customer, Customer shall provide the correct order number timely in writing to Planon, by default of which the invoice amount is payable from the date of invoice. Fees shall be paid within thirty (30) days from the invoice date. All Fees are (a) quoted and payable in the currency specified in the Order Form and exclusive of sales tax, value added tax, other government levies and out-of-pocket-expenses and (b) non-refundable, may not be applied to any other period, may not be credited because of non- or partial use and may not be credited towards Fees or other charges due under a different agreement with Planon. Any payment not received from Customer by the due date shall accrue interest, at the applicable statutory interest rate from the date such payment is due until the date paid. Customer shall also pay all sums incurred in collecting overdue payments, which is set at a minimum of 1,5% per month of the total amount due, subject to the maximum amount allowed by law. Planon may charge Customer additional amounts as set out in Planon’s standard price list in the event that the file storage

provided in respect of the agreed optional additional file storage or the standard free 10 giga byte per environment is regularly exceeded. The (annual) Fees as agreed between Customer and Planon will increase annually by 4% for each successive 12 Month Period. Planon shall provide Customer with written notice (which may be by email) of any increase greater than 4% at least 120 days prior to commencement of the applicable 12 Month Period to which the Fee increase relates.

4. CUSTOMER DATA. Customer warrants that it has all rights in and to the Customer Data. Customer is solely responsible for the quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data. Customer is responsible that Customer Data is in a proper format, as specified by the Documentation. Customer authorizes Planon to process Customer Data as contemplated in this Agreement and Personal Data as part of the Customer Data as contemplated in Annex C (Data Processing Addendum) hereto, and that such use will not infringe any third party rights or laws. Planon applies industry practices in relation to the processing of Customer Data in conjunction with the Planon SaaS Services. Planon assumes no responsibility, and shall have no liability, for the deletion, correction, destruction, loss, infringement or failure of any Customer Data as a result of actions by Customer and/or third parties. Planon, its Affiliate(s), licensor(s) and/or subcontractor(s) take technical measures to protect the Planon SaaS Services and may access Customer's account from time to time as Planon reasonably deems necessary or appropriate for purposes of performing under this Agreement, including, without limitation, providing support and maintenance services, performing account administration, generating invoices with respect to Customer's use of the Planon SaaS Services and verifying Customer's compliance with this Agreement. Planon implements industry standard security precautions intended to prevent unauthorized access to Customer Data. Customer acknowledges that, notwithstanding such security precautions, use of, or connection to, the internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Planon SaaS Services and/or Customer Data. Accordingly, Planon cannot and does not guaranty the security, integrity or authenticity of any information so transmitted over or stored in any system connected to the internet or that any such security precautions will be adequate or sufficient.

5. CUSTOMER'S DUTIES AND OBLIGATIONS.

5.1 Planon will provide Customer with the tools (for example user names and passwords) to access the Planon SaaS Services. Customer shall prevent any unauthorized access to, or use of, the Planon SaaS Services and Customer will promptly notify Planon of any such unauthorized access or use. Customer may not resell file storage space within its account.

5.2 Each account is for the sole use of Customer. Evidence that file storage space and/or accounts is/are being resold may be reason for termination for material breach and Planon may discontinue the Planon SaaS Services under article 7. Customer shall provide Planon in time with all resource(s), data or information useful or required for the proper execution of this Agreement by both Parties and Customer, including but not limited to if required, granting access to Customer's premises and/or Customer Data. If Customer in the execution of this Agreement employs its own employees, the latter will have the required knowledge, experience, capacity and quality for this purpose.

5.3 Customer shall be responsible for its use of the Planon SaaS Services and the manner in which the results are obtained through its use of the Planon SaaS Services. Customer shall also be responsible for training given to and use by Named Users. Customer shall be responsible for the Named Users compliance with this Agreement, for the accuracy, quality, integrity and legality of Customer Data, and the transfer of data between (a) Customer's backend system and the Planon SaaS Cloud (if any), and (b) the Devices and the Planon SaaS Cloud.

5.4 Customer shall not (i) use the Planon SaaS Services to store or transmit infringing, libellous or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (ii) use the Planon SaaS Services to store or transmit any malicious code such as but not limited to cancelbots, back doors, easter eggs, time bombs, trojan horses viruses, worms, files, scripts, agents or programs intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information ("Malicious Code"); (iii) intentionally interfere with or disrupt the integrity or performance of the Planon SaaS Services or third party data contained therein, and shall make reasonable efforts to ensure that no other software, data or equipment having an adverse impact on the Planon SaaS Services has been introduced in its backend systems; (iv) attempt to gain unauthorized access to the Planon SaaS Services or to related systems or networks operated by Planon. Planon may log all information which Planon deems necessary to calculate the Fees and other charges due.

6. PERFORMANCE OF THE PLANON SAAS SERVICES.

6.1 During the Subscription Period Planon will make commercially reasonable efforts to ensure that (a) the Planon SaaS Services will operate substantially in accordance with this Agreement, the Order Form(s) and the Documentation and that; (b) the Planon SaaS Services will be free from Malicious Code; provided, that (i) Customer has implemented and used the Planon SaaS Services in accordance with all instructions supplied by Planon; (ii) Customer notifies Planon in writing of any defect within 5 Business Days after the appearance thereof; (iii) Customer has, if applicable and/or if requested by Planon, installed all updates/upgrades, new versions, and new releases made available by Planon with respect to the Planon SaaS Services, and all updates/upgrades recommended by Planon with respect to any third party software products that may materially affect the performance of the Planon SaaS Services on the Devices used; (iv) Customer has maintained all associated equipment, software and environmental conditions in accordance with applicable specifications and industry standards; (v) Customer has not introduced other equipment or software creating an adverse impact on the Planon SaaS Services; (vi) Customer has paid all Fees due under this Agreement and is not in material default of any provision of the Agreement; (vii) any legacy software with respect to which the Planon SaaS Services is to operate contains clearly defined interfaces and correct integration code, and (viii) Customer has made no changes (nor permitted any changes to be made other than by or with the express approval of Planon) to the Planon SaaS Services delivered by Planon.

6.2 Planon and/or its Affiliates are entitled to collect and analyse data and other information relating to the provision, use and performance of various aspects of the Planon SaaS Services such

as UX data, logins, button pressing, menus selection and so on (hereinafter "**UX Data**") and Planon and/or its Affiliates are entitled during and after the Subscription Period to use the UX Data (i) to improve and enhance the Planon SaaS Services and (ii) for related development, diagnostic and corrective purposes.

6.3 In relation to Customer Data which is to be considered as personal data under the relevant laws relating to data protection, transborder data flow and data privacy, (i) Customer shall at all times act as and maintain the role of the controller of such data, and (ii) Planon shall at all times act as and maintain the role of the processor and shall only process such personal data as instructed in writing by Customer and subject to the terms and conditions as set forth in the data processing addendum attached hereto in Annex C.

7. SUBSCRIPTION PERIOD AND TERMINATION.

7.1 Subscription Period. This Agreement shall commence on the Effective Date and continues until all subscriptions to the Planon SaaS Services under this Agreement have expired or have been terminated. Unless explicitly otherwise specified in an Order Form, a subscription to the Planon SaaS Services shall commence on the Start Date and continues for the Initial Subscription Period; thereafter, the subscription term shall be automatically extended for successive 12 Month Periods (each an "**Extended Subscription Period**"), unless either Party notifies in writing the other Party of its intention to terminate the subscription at least 90 days prior to the end of the Initial Subscription Period or any Extended Subscription Period, in which case the subscription to the Planon SaaS Services shall terminate upon the expiration of the applicable Initial Subscription Period or Extended Subscription Period (all together the "**Subscription Period**"). Deviation from the aforementioned Initial Subscription Period and/or Extended Subscription Period thereof must be specifically agreed in the "Additional Information" section of an Order Form.

7.2 Breach and Insolvency. Either Party may terminate this Agreement by written notice (a) immediately upon material breach by the other Party if such breach cannot be remedied, or (b) if the other Party fails to cure any material remediable breach within 30 days of receipt of written notice. Planon may terminate this Agreement immediately if any of the following events occur affecting Customer: (a) voluntary bankruptcy or application for bankruptcy; (b) involuntary bankruptcy or application for bankruptcy not discharged within 60 days; (c) appointment of receiver or trustee in bankruptcy for all or a portion of Customer's assets; (d) appointment of an administrator in respect of Customer or (e) an assignment or arrangement for the benefit of creditors.

7.3 Failure by Customer. Planon may suspend access to the Planon SaaS Services or, if applicable, provision of Consultancy Services and/or Training Services at its sole discretion, with prior written notice to Customer if: (a) any payment is delinquent by more than five (5) days and if such default is not remedied within 15 days after written notice, (b) Customer materially breaches any provision of this Agreement (for a breach that can be remedied but that is not remedied: within 15 days after written notice), or (c) Customer fails to perform its obligations under the Agreement (for a failure that can be remedied but that is not remedied: within 15 days after written notice). Such suspension shall continue until such payment is made or breach or failure is cured.

7.4 Effect of Termination. Planon shall not be liable to Customer or any third party as a result of (i) termination of this Agreement in accordance with its terms or (ii) any suspension of Customer's access to, and/or right to use, the Planon SaaS Services under this Agreement in accordance herewith. If this Agreement is terminated, Customer will remain obligated to pay all Fees due and/or incurred prior to termination. Upon the effective date of termination of this Agreement, Customer shall (i) cease any use whatsoever of the Planon SaaS Services and all other information and materials provided by Planon to Customer under this Agreement and (ii) return to Planon the previous mentioned information and materials. The definitions and the rights, duties and obligations of the Parties that by their nature continue and survive shall survive any termination of this Agreement. Customer is able to create a downloadable back-up of Customer Data containing a back-up of the machine-readable database and a back-up of all machine-readable files in the format as uploaded into the file system. If Customer has not downloaded such backup prior to termination of the Agreement, Customer is entitled to request to reopen Customer's environment of the Planon SaaS Services solely for that purpose within two (2) months after termination of the Agreement. If and when Planon has not received such request within said period, then Planon is entitled to destroy or otherwise dispose the Customer Data.

8. CONFIDENTIALITY. Each Party agrees that all business, technical, financial and other information that it obtains from the other is the confidential property of the disclosing Party ("**Confidential Information**"). Except as expressly allowed in this Agreement, the receiving Party will hold in confidence and not use or disclose any Confidential Information of the disclosing Party and shall similarly bind its employees in writing. Each Party may disclose Confidential Information of the other to the receiving Party's Affiliate(s), Planon's subcontractor(s) and/or third party vendor(s), provided that employees receiving such Confidential Information are bound by confidentiality obligations at least as restrictive as those contained herein. Upon termination of this Agreement or upon written request of the disclosing Party, the receiving Party will return to the disclosing Party or destroy (and certify in writing such destruction) all Confidential Information of such disclosing Party. The receiving Party shall not be obligated under this article with respect to information the receiving Party can document: (a) is or has become readily publicly available without restriction through no fault of the receiving Party; or (b) is received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information; or (c) was rightfully in the possession of the receiving Party without restriction prior to its disclosure by the disclosing Party; or (d) was independently developed by employees or consultants of the receiving Party without access to such Confidential Information; or (e) is required to be disclosed by law or order of a court of competent jurisdiction. Notwithstanding the foregoing, each Party grants the other and its Affiliate(s) the right to use the other Party's name, logo and reference in marketing collateral in connection with positive, enabling communication about the Planon SaaS Services. Parties will use best efforts to publish brochure(s) and/or mutually aligned press or other media release(s) after signature of this Agreement.

9. WARRANTY.

9.1 Planon warrants that the Planon SaaS Services will operate during the Subscription Period subject to and in the manner as provided in article 6.1.

9.2 Except as provided in article 9.1 above and to the maximum extent permitted by law, Planon expressly disclaims any warranties or conditions of any kind, including, without limitation, any (implied) warranty, guarantee or condition in respect of quality, title, performance, merchantability, fitness for a particular purpose or non-infringement. Planon does not warrant that the Planon SaaS Services, Consultancy Services or Training Services meet requirements other as warranted hereunder or that the provision of the Planon SaaS Services will be uninterrupted or that the Planon SaaS Services will be error-free. Further, Planon does not warrant that all errors in the Planon SaaS Services are correctable or will be corrected.

10. INDEMNIFICATION.

10.1 Subject to Customer's performance of its obligations under this Agreement, Planon shall at its sole option defend or settle at its expense any claim or suit against Customer arising out of or in connection with a third party claim assertion that the Planon SaaS Cloud infringes any copyrights in the country where the Planon SaaS Cloud is operated and Planon shall indemnify and hold harmless Customer from damages, costs, and reasonable attorneys' fees, if any, finally awarded in such suit or the amount of the settlement thereof; provided that (a) Planon shall have the right to replace or modify the allegedly infringing Planon SaaS Cloud with a non-infringing version under the condition that Customer shall use this replaced or modified version; (b) Planon is promptly notified in writing of such claim or suit by Customer, (c) Planon shall have the sole control of the defence and/or settlement thereof, and (d) Customer furnishes to Planon, on request, all relevant information available to Customer and reasonable cooperation for such defence. The foregoing in this provision shall be the sole obligation of Planon and the exclusive remedy of Customer with respect to any alleged infringement by the Planon SaaS Services of any third party's intellectual property rights. Planon shall have no obligation under this provision if and to the extent that such claim or suit arises from: (i) compliance by Planon with Customer's specifications, (ii) modification of the Planon SaaS Services other than by Planon, (iii) the combination of the Planon SaaS Services with products or services other than those supplied by Planon, (iv) Customer continuing any use of the Planon SaaS Services after being notified of any allegedly infringing activity or after being informed of or provided with modifications that would have avoided the alleged infringement, (v) Customer's use of the Planon SaaS Services that is not strictly in accordance with this Agreement, or (vi) Customer's actions or omissions.

10.2 Except to the extent that Planon is obligated to indemnify Customer pursuant to article 10.1 above, Customer shall indemnify and hold harmless Planon and its Affiliates from and against any and all liability of Planon to a third party and all costs incurred by Planon in defending against or settling any claim by a third party which arise from any cause or event which is attributable to (a) any use of the Planon SaaS Services or Customer Data by Customer or any third party that uses the Planon SaaS Services and/or any information derived there from as a result of the rights granted to Customer under this Agreement, or (b) Customer's failure to perform or comply with or breach by Customer of any term of this Agreement.

11. LIMITATION OF LIABILITY.

11.1 Notwithstanding anything to the foregoing and to the maximum extent permitted by law, neither Party shall be liable whether in tort or contract for (i) lost profits, (ii) lost savings, (iii) reduced goodwill, (iv) damage caused by interruption of business operations, (v) lost or damaged data, or (vi) any incidental or consequential, special or punitive damages, even if a Party has been notified of the possibility of such damage. Subject to article 11.3 below, Planon's aggregate liability and indemnification with respect to any matters whatsoever arising under or in connection with this Agreement (including non-contractual claims) shall not exceed an amount equivalent to the Fees paid to Planon in the prior twelve months immediately preceding the relevant matter. Customer understands that Planon is not responsible for and will have no liability for hardware, software or other items or any services provided by any persons other than Planon.

11.2 Planon's liability on account of breach in performance of the Agreement arises only if Planon is given prompt and proper written notice of default by Customer, with a reasonable term to remedy the breach and Planon is still in breach of its obligations after that term. The notice of default should contain an as detailed as possible description of the breach so that Planon could respond adequately. Any claim for compensation against Planon will lapse one year from the moment the issue giving rise to the claim arose.

11.3 Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury caused by gross negligence, fraud, misrepresentation, wilful misconduct, or which cannot be excluded or limited by applicable law.

12. GENERAL.

12.1 Entire Agreement. This Agreement executed by the Parties is the entire agreement between the Parties regarding the subject matter hereof. It supersedes all prior oral or written communications, representations, undertakings and agreements of the Parties relating thereto and prevails over any conflicting or additional terms of any quote, acknowledgement or similar communication between the Parties. Unless Parties agree differently in writing, Customer agrees

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT BY ITS DULY AUTHORIZED REPRESENTATIVES:

Planon Ltd:

Signature: _____
Name: _____
Title: _____
Date: _____

for now and then that current and future orders regarding the Planon SaaS Services, Consultancy Services and/or Training Services placed through other means than an Order Form are also subject to the terms of this Agreement, even if such other order form references terms and conditions of Customer, or even if Planon actually delivers the products and/or services ordered through such other order form. In all cases, Parties agree that purchasing terms of Customer are not applicable to such current and future orders or deliveries. This Agreement may be modified or amended only by a written instrument duly executed by the Parties. This Agreement and any related Order Form may be executed as attachment (in a standard readable format, such as pdf or jpg) to email, and in counterparts, each of which shall constitute an original, and which taken together shall constitute the same agreement. The rights and obligations of each Party under this Agreement may not be transferred or assigned directly or indirectly without the prior written consent of the other Party. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the Parties hereto. Planon hereby reserves the right to modify the products and services and related terms agreed upon or deviate from them on the basis of technical reasons only, provided that the products and/or the services will meet all service level agreed upon.

12.2 Waiver and Severability. No waiver will be deemed effective unless set forth in writing and signed by the Party charged with such waiver, and no waiver of any right arising from any breach will be deemed to be a waiver or authorization of any other breach or of any other right arising under this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions hereof shall be unaffected and remain valid and enforceable as if such provision had not existed. The Parties agree to substitute for such provision a valid provision that approximates the intent of such removed provision.

12.3 Governing Law. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be construed and governed by the substantive laws of England, without giving effect to the conflict of law provisions. The applicable English court is at all times exclusively competent to hear and decide on all disputes between Planon and Customer, on the understanding that Planon remains authorized to institute legal proceedings against Customer before a court that without the above choice of forum would have had jurisdiction to decide on disputes between Customer and Planon. The Parties agree that the United Nations Convention of Contracts for the International Sale of Goods shall not apply to this Agreement.

12.4 Force Majeure. Neither Party shall be liable for non-performance or delay caused by acts of God, wars, epidemics, terrorism, riots, strikes, fires, floods, earthquakes, government restrictions, failure or errors of the internet or causes beyond its reasonable control, together: "Force Majeure". Force Majeure also includes force majeure on the part of Planon's suppliers, inadequate compliance by suppliers with obligations, as well as defective goods, materials, software of third parties that Planon uses or is required to use by Customer.

12.5 Independent Contractor. This Agreement is between Planon and Customer. No third party beneficiaries are intended. In connection with this Agreement each Party is an independent contractor and as such does not have any authority to bind or commit the other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership or agency relationship between the Parties for any purpose. Both Customer and Planon agree not to solicit or hire any personnel of each other until at least 6 months after the termination of the Agreement.

12.6 Subcontractors and third party products. Planon reserves the right to use third parties (e.g. subcontractors or Third Party Products) for providing certain (hardware and/or software) product(s) or services under this Agreement. With "Third Party Product(s)" is meant products, services and/or software of a third party vendor. Customer hereby consents to such use and, if applicable, any (additional) terms and conditions imposed by any of such third parties. The use of any Third Party Product(s) by Customer may require the acceptance by Customer of the End User License Agreement ("EULA") or other terms related to such Third Party Product(s) which include terms related but not limited to warranties, licenses, indemnities, limitation of liability and, if applicable, processing of (personal) data. Third Party Product(s) are quoted subject to price changes imposed by third party between the date of order encompassing such Third Party Product(s) and the date of Planon's invoice related thereto.

12.7 Planon Affiliate. Planon and Customer acknowledge and agree that certain products and/or services under Order Form(s) may also be provided by a Planon Affiliate to Customer. In such case, the applicable Planon Affiliate shall execute an Order Form directly with Customer which shall form a separate agreement between the Planon Affiliate and Customer only. The terms and conditions of this Agreement shall apply to such Order Form provided that reference in this Agreement to "Planon" shall in such case deemed to be reference to the applicable Planon Affiliate, unless the context in the Agreement and/or Order Form clearly indicates otherwise. If a provision of an Order Form conflicts with a provision of this Agreement, the provision of the Order Form will prevail, unless the provisions of the Agreement clearly indicate otherwise. Save as set out in this article 12.7, no one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

Signature: _____
Name: _____
Title: _____
Date: _____

ANNEX A

SERVICE AVAILABILITY AND SUPPORT

1 DEFINITIONS.

“**12 Months Premium Service Credit Value**” means the aggregated credit amount consisting of the Premium Support Services Credit and/or the Premium Service Availability Credit with a maximum amount equal to the fee for Premium Support for the 12 Month Period concerned.

“**Customized Software**” means software, not being the standard software modules that belong to the software as part of the Planon SaaS Services included in Planon’s list of products, which has been or is developed specifically for Customer by or by order of Planon, its Affiliate(s), licensor(s) and/or subcontractor(s) and as such is identified by Planon.

“**Excluded Events**” means Planned Maintenance and issues (i) caused by factors outside of Planon’s reasonable control, including denial of service or similar attacks, mail bombs, DNS resolution, domain name expiration, Internet availability, SYN attacks, and other events or Force Majeure event or internet access or related problems beyond the demarcation point of the Planon SaaS Services, (ii) that result from any actions or inactions of Customer or any third party, (iii) that result from Customer’s equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Planon’s direct control) and/or (iv) arising from Planon’s suspension and termination of Customer’s right to use the Planon SaaS Services in accordance with this Agreement.

“**Planned Maintenance Times**” means maintenance times in each 12 Month Period, which are set by Planon by means of an advance notice of at least 5 Business Days for purpose of performing scheduled maintenance of the Planon SaaS Services (“**Planned Maintenance**”). Planon will, if possible, perform Planned Maintenance between Monday to Friday outside 08.00 am through 6.00 pm local datacentre location time; however, only the first 4 incidents of Planned Maintenance per month will be regarded as Planned Maintenance Times.

“**Premium Service Availability Credit**” means a credit amount calculated as follows: (i) if the average Service Availability during a particular 12 Month Period has been validated by Planon to be between 95% - 99.49%, then a Premium Service Availability Credit will apply equal to a maximum of 50% of the 12 Months Premium Service Credit Value for that particular 12 Month Period; (ii) if the average Service Availability during a particular 12 Month Period has been validated by Planon to be between 90% - 94.99%, then a Premium Services Availability Credit will apply equal to a maximum of 75% of the 12 Months Premium Service Credit Value for that certain 12 Month Period applies; (iii) if the average Service Availability during a particular 12 Month Period has been validated by Planon to be below 90%, then a Premium Services Availability Credit will apply equal to a maximum of 100% of the 12 Months Premium Service Credit Value for that certain 12 Month Period.

“**Premium Service Credit**” means the actual aggregated credit amount consisting of the actual Premium Support Services Credit amount and/or the actual Premium Service Availability Credit amount and is calculated for the 12 Month Period during which the Premium Support has not met the applicable levels of Premium Support.

“**Premium Support Services Credit**” means a credit amount calculated as follows: (i) if for more than 90% of the P1 Incidents during a particular 12 Month Period a Resolution is provided within 5 Business Days, then no Premium Support Services Credit will apply; (ii) If for 80% - 89.99% of the P1 Incidents during a particular 12 Month Period a Resolution is provided within 5 Business Days, then a Premium Support Services Credit will apply equal to 50% of the 12 Months Premium Service Credit Value for that particular 12 Month Period; (iii) if for less than 80% of the P1 Incidents during a particular 12 Month Period a Resolution is provided within 5 Business Days, then a Premium Support Services Credit will apply equal to 100% of the 12 Months Premium Service Credit Value for that particular 12 Month Period; (iv) if for less than 80% of the P2 and P3 Incidents during a particular 12 Month Period a Resolution is provided within 5 Business Days, then a Premium Support Services Credit will apply equal to 50% of the 12 Months Premium Service Credit Value for that particular 12 Month Period.

“**Recovery Point Objective**” or “**RPO**” means the period measured in Business Hours of data loss that might occur due to an Incident.

“**Recovery Time Objective**” or “**RTO**” means the period measured in Business Hours from the moment that the Service Availability Incident is registered up to the moment the Planon SaaS Cloud in production environment is made available (again) for Customer.

“**Resolution Time**” means the period measured in Business Hours from the moment that the Incident is registered up to the moment that Planon delivers to Customer a Resolution.

“**Resolution**” means a proposed solution by Planon that is ready for testing by Customer.

“**Response Time**” means the period measured in Business Hours from the moment that the Incident is registered up to the moment that Planon delivers to Customer the first response.

“**Service Availability**” means the availability of the Planon SaaS Cloud in production environment essentially for the usage of Planon SaaS Services by Customer. Failures affecting not essential features or features that are not used by Customer do not count. Service Availability is calculated per 12 Month Period as follows: (Total Minutes – Excluded Events – unavailability in minutes) / (Total Minutes – Excluded Events) x 100.

“**Total Minutes**” mean the total minutes of the respective 12 Month Period.

“**Upgrade Control**” means the product ordered by Customer by means of an Order Form agreed by Parties, which entitles Customer to carry out updates/upgrades of the software as made available as part of the Planon SaaS Services itself at Customer’s own responsibility.

2 SERVICE AVAILABILITY AND UPDATE.

2.1 Service Availability. Subject to compliance by Customer’s performance of its obligations under this Agreement, Planon shall use commercially reasonable efforts to provide Customer a Service Availability of 99.5% per 12 Month Period. Only if Parties have agreed in writing to Premium Support and the Service Availability has not met the average Service Availability of 99.5% during a 12 Month Period as calculated in this Agreement, then Customer is entitled to a Premium Service Availability Credit.

2.2 RPO and RTO. Subject to compliance by Customer’s performance of its obligations under this Agreement, Planon shall use commercially reasonable efforts to provide Customer an RTO of 8 hours and an RPO of 24 hours, unless Customer has purchased a different RPO.

2.3 Update and Upgrade Control. Planon will automatically update the software made available as part of the Planon SaaS Services within 3 months timeframes, unless Customer has purchased Upgrade Control. If Customer has purchased Upgrade Control, then Customer may decide to update itself the software in Customer’s production environment of the Planon SaaS Services within a certain period of time as set out in more depth in the Documentation, provided that it is Customer’s responsibility that within Customer’s production environment of the Planon SaaS Services a software version will be running that is not more than 12 months older than the then latest software version made available by Planon. If the software version in Customer’s production environment of the Planon SaaS Services is 12 months older than the then latest software version as made available by Planon, then the software in Customer’s production environment of the Planon SaaS Services will be scheduled to be updated automatically in the next maintenance window.

3 SUPPORT. The following applies to the support as provided by Planon as part of the Planon SaaS Services:

3.1 Support Desk. During the Subscription Period, one or more application managers, as designated by Customer and agreed between Planon and Customer (each a “**Customer Application Manager**”), are granted access to technical support as set forth in this article, and all Named Users are granted access to Planon’s online interactive support environment. A Customer Application Manager may report a request or issue related to Planon SaaS Services in production environment as provided below with a clear description thereof, if applicable with a Customer request number and an indication of the incident urgency level (together “**Incident**”) to the Planon support desk (“**Support Desk**”), either: a) by phone, b) by email, or c) via the Planon website as further detailed in the most current version of the Planon support handbook.

3.2 Standard support and Premium Support. Under standard support, the Support Desk is available for reports of Incidents on business days (“**Business Days**”) during Planon business hours (each such hour a “**Business Hour**”) as further detailed in the most current version of the Planon support handbook and the Support Desk will respond to a registered Incident within the Response Time as provided in Table 1 below. If Parties have agreed on premium support (“**Premium Support**”), then in addition to the aforementioned standard support, (i) the Resolution Times as provided in the last row of Table 1 below apply and (ii) Customer is entitled to a Premium Service Credit. Depending on the agreed type of support (standard support or Premium Support), Planon will respond to a registered Incident within the Response Time as provided in Table 1 below measured from the moment the reported Incident is registered in the Support Desk system. The incident urgency levels and service windows for Incidents as provided in Table 1 below apply to standard software and, if agreed in an Order Form, to Customized Software. For standard software and Customized Software this applies in production environment only. Planon reserves the right to decline support for Incidents outside of Customer’s production environment. The foregoing shall be the sole obligation of Planon and the exclusive remedy of Customer with respect to the Planon SaaS Services and the related support.

3.3 Urgency levels, Incident types and related support. Only Customer Application Managers may report Incidents to the Support Desk. A Customer Application Manager is required to have sufficient knowledge of the Planon SaaS Services and to have followed the necessary training for expert use of the Planon SaaS Services. The following 4 incident urgency levels are distinguished:

1. “**Level 1 / STANDSTILL / P1**” if the following Incident types fulfils one or more of the following criteria:
 - i) A registered Service Availability Incident results in the Planon SaaS Services is severely disrupted, with the majority of Named Users down;
 - ii) A registered Loss of functionality Incident results in no functionality in the standard software module(s);
 - iii) A registered Security Incident has been classified as ‘critical’ by the Support Desk.A Level 1 / STANDSTILL / P1 is always to be reported by phone.
2. “**Level 2 / URGENT / P2**” if the following Incident types fulfils one or more of the following criteria:
 - i) A registered Service Availability Incident results in the Planon SaaS Services is being disrupted in such a way that a number of Named Users, but not the majority of the Named Users, are seriously inconvenienced;
 - ii) A registered Loss of functionality Incident results in the functionality of the standard software module(s) being partially restricted, but Named User(s) is/are still able to meet own needs, and/or the Support Desk is able to offer a workaround (or partial workaround) to resolve the issue in whole or part within 3 Business Days;
 - iii) A registered Security Incident has been classified as “high” by the Support Desk.
3. “**Level 3 / MEDIUM / P3**” if the following Incident types fulfils one or more of the following criteria:
 - i) A registered Service Availability Incident does not qualify as Level 1 Service Availability Incident or Level 2 Service Availability Incident;
 - ii) A registered Loss of functionality Incident does not qualify as Level 1 Loss of functionality Incident or Level 2 Loss of functionality Incident;
 - iii) A registered Security Incident has been classified as “medium” by the Support Desk.
4. “**Level 4 / MINOR / P4**” if the following Incident types fulfils one or more of the following criteria:
 - i) Relates to User question(s) and/or Enhancement Request(s);
 - ii) A registered Security Incident has been classified as “low” by the Support Desk.

The following 5 Incident types are distinguished:

1. **“Service Availability Incident”** means an Incident which has direct impact on the availability of the Planon SaaS Cloud in production environment. The Support Desk will assign an incident urgency level to a registered Service Availability Incident that meets the criteria as described in Table 1 and respond within the service windows described therein.
2. **“Loss of functionality Incident”** means an Incident related to limited functionality in the standard software module(s) of the Planon SaaS Services. The Support Desk will assign an incident urgency level to a registered Loss of functionality Incident that meets the criteria as described Table 1 below and respond within the service windows described therein.
3. **“Security Incident”** means an Incident related to a report by the Customer Application Manager of a security risk perceived to be caused by the Planon SaaS Services. The Support Desk will assign an incident urgency level to a registered Security Incident that meets the criteria as described in Table 1 and respond within the service windows described therein.

4. **“User question”** means an Incident related to a question regarding the use of the Planon SaaS Services. A registered User question qualifies as a “Level 4” incident urgency level Incident as provided in Table 1 below.
5. **“Enhancement Request”** means an Incident related to a request for enhancement to standard functionality of the Planon SaaS Services. An Enhancement Request will be noted by the Support Desk and included in the Planon change management procedure. This procedure handles the acceptance, prioritization and processing of enhancement requests of the Planon SaaS Services. A registered Enhancement Requests qualifies as a “Level 4” incident urgency level Incident as provided in Table 1 below.

The corresponding service windows for Response Times, Start diagnosis and Start Resolution and in case of Premium Support, the corresponding service window for Resolution Times, are identified for the above mentioned 4 incident urgency levels as provided in Table 1 below:

Table 1: INCIDENT URGENCY LEVELS AND SERVICE WINDOWS				
INCIDENT URGENCY LEVEL	Level 1 / STANDSTILL / P1 (always to be reported by phone)	Level 2 / URGENT / P2	Level 3 / MEDIUM / P3	Level 4 / MINOR / P4
Response Time* + **	15 minutes	4 Business Hours	1 Business Day	1 Business Day
Start diagnosis **	15 minutes	2 Business Days	5 Business Days	5 Business Days
Start Resolution **	Within 4 Business Hours	Within 5 Business Days	80% within 3 months	80% within 3 months
IN CASE OF PREMIUM SUPPORT				
Resolution Time **	<5 Business Days	<8 weeks	<15 weeks	Not applicable

* Response Time coverage is Monday – Friday during Business Hours, except (i) for P1 Service Availability Incidents Response Time coverage is 24/7 and (ii) in case 24/7-support has been agreed between Parties then for all above P1 mentioned Incidents Response Time coverage is 24/7.

** from the moment that the Incident is registered

3.4 Premium Service Credit. In order to qualify for a Premium Service Credit, the Customer Application Manager must submit a claim in writing to the Support Desk no later than 1 month after the end of the applicable 12 Month Period, stating at least the date(s) and time(s) when the support under the Premium Support did not meet the applicable incident urgency level(s) as claimed by Customer. The Support Desk will validate such claim and, if validated, the Support Desk will notify the Customer Application Manager and the Premium Service Credit will be credited against future fee owed by the Customer for Premium Support or, if there are no future fees to be credited against, will be paid by Planon to the Customer within 60 days of the end of the relevant Premium Support period. The foregoing is Planon’s sole obligation and Customer’s sole and exclusive remedy in the event of any non-performance or other failure by Planon in providing the Planon SaaS Services including Premium Support.

3.5 if any of the following occur, Planon will use commercially reasonable efforts to provide support but is not obligated to provide any support: (i) an error was caused by hardware problems

with Customer’s backend system, hardware or software problems with the Devices (except software problems with the Planon client application, provided that such problems are not caused by changes in its code made by Customer), or by changes made by Customer to the Planon SaaS Services connector software code, or due to any communication problems arising from Customer’s firewall and/or restrictions on the Devices, (ii) an error that results from an operator error, errors in Customer Data, software not supplied by Planon, or use that is not in accordance with the Documentation; (iii) an error is corrected by an upgrade, a new version or release of the Planon SaaS Services connector application or Planon SaaS client application that Customer has failed to implement, provided Planon advised Customer via a notification that such upgrade, version or release corrected an error; (iv) an error caused by defects within the service and under the control of the wireless provider and/or any other provider in charge of the data transfer (a) between Customer’s backend system and the Planon SaaS Cloud, and/or (b) between the Planon SaaS Cloud and a Device; and/or (v) an error caused by any issues rooted in generally available server hardware or the operating systems used (Force Majeure).

ANNEX B

CONSULTANCY SERVICES - TRAINING SERVICES

1 CONSULTANCY SERVICES. Consultancy Services are not included as part of the Planon SaaS Services. If Consultancy Services are agreed upon in an Order Form, the following will apply:

1.1 Customer will designate a technical contact person authorized to represent Customer in all matters related to the Consultancy Services (“**Customer Consultancy Representative**”) upon whose statements and communications relating to the Consultancy Services Planon has the right to rely on, whether in verbal or written form. In order for Planon to be able to perform the Consultancy Services, Customer may be requested to provide on a “as needed” basis technical assistance that Planon deems reasonably necessary for Planon to perform the Consultancy Services. Such assistance may include, without limitation, assistance of technicians and/or access to hardware and specialized (testing) equipment. Planon shall perform the Consultancy Services in a professional and workmanlike manner and, where appropriate, in accordance with the agreements and procedures in writing with Customer. All of Consultancy Services shall be performed on the basis of commercially reasonable efforts, unless otherwise agreed in an Order Form. Any agreements concerning a service level shall always be expressly agreed in writing. The Parties acknowledge that any target completion dates specified in an agreed Order Form are estimated dates and that time is not of the essence. Planon will promptly notify Customer if it determines that a target date for a deliverable needs to be modified. If an error is made due to incorrect or incomplete information provided by Customer, Planon shall not be liable for any damage or loss caused by such error. If it has been agreed that the Consultancy Services shall be provided in stages, with or without certain deliverables, Planon is entitled to postpone the start of the Consultancy Services which are part of a stage until Customer has approved the results of the preceding stage in writing and/or paid for the results of the preceding stage. In performing the Consultancy Services, Planon shall only be obliged to follow timely and sensible instructions of Customer if this has been expressly agreed in writing. Planon shall not be required to follow instructions which change or supplement the substance or scope of the agreed Consultancy Services (“**Change Requests**”). Change Requests will be charged at separately to be agreed fees. If Planon has agreed that certain Consultancy Services will be performed by a particular person, Planon shall always be entitled to replace this person after consultation with Customer with one or more other persons with the same qualifications. Planon’s liability for Consultancy Services shall be as set out in article 11 of the Agreement. Any work, including but not limited to, Customized Software, procedures, methods, techniques, advice and/or reports developed and/or provided by Planon to Customer under the Consultancy Services are subject to article 8 of the Agreement, all intellectual property rights thereto are reserved by Planon and Customer is granted a limited license of those rights for internal use only during the Subscription Period.

1.2 Fees for Consultancy Services will be charged as agreed in the Order Form based on either (i) time and materials (actual days charged against agreed per day fees, plus additional costs and expenses) or (ii) a fixed fee. Invoices for Consultancy Services will be sent once a month, as applicable and the applicable Fees shall be due and paid within 30 days from the invoice date, unless otherwise agreed. Fees for Consultancy Services on location will be charged on a per day basis (a day contains 8 hours, with a minimum of a half day based on the assumption that the work is done within regular business times (regular business days between 9.00 am and 5.30 pm). The following allowances apply to overtime by Planon: (i) from 5.30 pm to 0.00: 150 % of the hourly Fee; (ii) from 0.00 to 06.00 am: 200 % of the hourly Fee; (iii) from 06.00 am to 09.00 am: 150 % of the hourly Fee; (iv) Saturdays: 150 % of the hourly Fee; and Sundays and Bank Holidays: 200 % of the hourly Fee. Fees for maintenance and support on Customized Software will be charged as agreed in the Order Form based on 25% of the total Fees for Consultancy Services related to developing the Customized Software and are for (the remainder of) the then-current 12 Month Period (pro rata) due and to be paid as of the moment of granting access to the Customized Software and subsequently due and to be paid as of the commencement of each new 12 Month Period during the Subscription Period.

1.3 Compensation for the additional availability of Planon employees, e.g. for standby services, will be agreed separately. 50% of the travel time will be charged based on the consultancy rate. Travel and lodging expenses are not included in the consultancy rates and will be invoiced at cost. In case an appointment for certain Consultancy Services is postponed or cancelled by Customer, Planon is entitled to charge Customer with the following costs in this respect: (i) rescheduling or cancellation up to three weeks before the commencement date: free of charge; (ii) rescheduling or cancellation up to two weeks before the commencement date: 50% of the invoice amount; (iii) rescheduling or cancellation up to one week before the commencement date: 75% of the invoice amount; rescheduling or cancellation less than one week before the commencement date: 100% of the invoice amount.

1.4 If, at the request of or with prior consent from Customer, Planon has performed work or rendered any other performances which go beyond the substance or scope of the agreed Consultancy Services, Customer shall pay for that work or performance according to Planon's then

current rates. Expanding or modifying a system analysis, a design or specifications shall also constitute additional work. Planon shall never be obliged to satisfy such a request, and it may require that a separate written agreement be concluded. Customer accepts that work or performance as referred to in the previous sentence may affect the agreed or expected time of completion of the Consultancy Services and the mutual responsibilities of Customer and Planon. The fact that additional work (or the demand for it) arises during execution of Consultancy Services shall never be a ground for Customer to rescind or terminate the Order Form for such Consultancy Services. Insofar as a set price has been agreed for the Services, Planon shall, upon request, inform Customer in writing in advance about the financial consequences of the extra work or performance.

1.5 Maintenance and support on Customized Software is subject to a mandatory separate fee under an Order Form. The incident urgency levels and service windows as provided in Table 1 above apply to Customized Software agreed in such Order Form. If the Customized Software is accepted by Customer and a change to the Customized Software is requested by Customer, then such change will be evaluated by Planon and considered as either a Minor Change or a Major Change as described in Table 2 below and will be subject to handling according to the Table 2 below.

Table 2: Minor Change and Major Change to Customized Software		
	Customized Software	
	Minor Change	Major Change
Description	Small changes and/or changes to existing Customized Software. Minor Change that take less than 2 hours including testing. Maximum number of Minor Changes requests without additional charges are limited to 5% of the 12 Months Period fee for Maintenance and Support on Customized Software as specified in the Order Form.	1. Changes to existing Customized Software that take more than 2 hours including testing; or 2. new to be created Customized Software

2 TRAINING SERVICES. Training Services are not provided by Planon to Customer as part of the Planon SaaS Services. If Training Services are explicitly agreed upon in an Order Form, the following applies: Customer may attend the Training Services agreed upon in an Order Form. In addition, Planon organizes open training courses for individual registration. Training Services will be offered when updates, new versions, and new releases for the Planon SaaS Services are generally available. Planon will also make additional Training Services available for various topic-specific items, as determined by Planon in its sole discretion. If the number of registrations justifies doing so in Planon's judgment, Planon shall be entitled to combine the Training Services courses with one or more other Training Services courses, or to have them take place at a later date. This will be announced no later than 7 Business Days prior to the Training Services course date, after which Customer may cancel the Training Services course free of charge within 2 Business Days. Customer may replace a participant in a Training Services course by another Customer's employees. (Participation in) Training Services course requires Customer enrol the agreed maximum number of participant that is agreed prior to the course (2, 6 or 10). Planon is entitled to set a maximum number of participants for a Training Services course. For on-site Training Services Customer guarantees that the required facilities will be present. If such facility is, at Planon's sole discretion, not sufficiently present, Planon may suspend the course until the facility is available or cancel the Training Services course and may invoice the agreed Fee for such on-site Training Services course. Cancellation of a participant of a Training Services course per participant is possible if the number of participants per Customer does not significantly fall below the agreed type and number of participants of a Training Services course (e.g. for max. 10 participants to 6 participants) and the initial agreed payable fee remains. Invoices for Training Services will be sent once a month, as applicable, and the applicable Fees shall be due and paid within 30 days from the invoice date, unless otherwise agreed. Cancellation charges for a Training Services course are as follows: (i) until one week before the course: free of charge; (ii) until the course day concerned: 25% of the invoice amount per cancelled participant; (iii) on the course day concerned: 100% of the invoice amount per cancelled participant. Planon may always demand payment of the amount owed before it begins to provide the Training Services course. Customer agrees that Planon is entitled to use third party tooling in providing remotely Training Services.

Annex C

DATA PROCESSING ADDENDUM

This Data Processing Addendum (this “**Addendum**”) is an addendum to the Agreement between Customer (or hereinafter also referred to as “**controller**”) and Planon (or hereinafter also referred to as “**processor**”). In consideration of the obligations of each party set out in this Addendum, the parties agree as follows:

1. DEFINITIONS.

Where capitalized in this Addendum, capitalized terms shall have the meanings as set forth within the body of the Agreement, in the applicable Order Form or as set forth in article 1 below.

“**Planon Security Standards**” means the security standards attached to this Addendum as Exhibit 1;

“**Personal Data**” means the “personal data” (as defined in the GDPR) that is uploaded by or on behalf of Customer to the Services and/or processed by Planon under this Agreement;

“**Data Subject**” means identified or identifiable natural person to which the Personal Data are related.

“**Documentation**” means the documentation of the Services accessible in Planon’s online environment, as updated or amended from time to time, including without limitation the description of the Services and the user guides as available within the Services;

“**EEA**” means the European Economic Area;

“**Data Protection Laws**” means the Data Protection Act 2018 or any successor legislation to this act;

“**Processing**” has the meaning given to it in the Data Protection Laws and “process”, “processes” and “processed” will be interpreted accordingly;

“**Standard Contractual Clauses**” means the International Data Transfer Agreement and/or International Data Transfer Addendum for the transfer of Personal Data to third countries issued by the Information Commissioner’s, or any set out clauses approved by the Information Commissioner’s Office which amends, replaces, or supersedes these;

“**Services**” means the Planon SaaS Services and/or related services provided by or on behalf of Planon under the Agreement.

2. DATA PROCESSING.

2.1 Scope and Roles. This Addendum applies when Personal Data is processed by Planon. In this context, Customer acts as “controller” and Planon acts as “processor” with respect to Personal Data (each term as defined in the Data Protection Laws).

2.2 Compliance with Laws. Each party will comply with all laws, rules and regulations applicable to it and binding on it in the performance of this Addendum, including all statutory requirements relating to personal data protection including Data Protection Laws.

2.3 Instructions for Personal Data Processing. Planon will process Personal Data in accordance with Customer’s written instructions, unless required to do otherwise by applicable law, in which case Planon shall provide prior notice to Customer unless prohibited from doing so by law. Customer herewith instructs Planon to process Personal Data as required for the provision of Services in accordance with the provisions of the Agreement and this Addendum. Processing outside the scope of this Addendum will require prior written agreement between Planon and Customer on additional instructions for processing, including agreement on any additional fees Customer will pay to Planon for carrying out such instructions, if applicable.

2.4 Access or Use. Planon will not access or use Personal Data, except as necessary to provide the Services to Customer, unless required to do otherwise by applicable law, in which case Planon shall provide prior notice to Customer unless prohibited from doing so by a legal regulation.

2.5 Subject matter and duration of the processing. The subject matter and duration of the processing of Personal Data are as described in Exhibit 2 of the Addendum.

2.6 Nature and purpose of the processing. The nature and purpose of the processing of Personal Data are as described in Exhibit 2 of the Addendum.

2.7 Description of Data Subjects, categories of data and processing operations. Data Subjects, Categories of data, Special categories of data (if appropriate) and Processing operations are as described in Exhibit 2 of the Addendum. The following types of sensitive personal data (including images or other information containing or revealing such sensitive data) may not be submitted to the Planon SaaS Services:

- government issued identification numbers;
- racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, information concerning health or sex life;
- information related to an individual’s physical or mental health; and information related to the provision or payment of health care;
- Other types of sensitive personal data that are classified as special categories of personal data as referred to in Article 9 and Article 10 of the Data Protection Laws.

2.8 Disclosure. Planon will not disclose Personal Data to any third party, except as necessary to comply with this Addendum, the law or a valid and binding order of a law enforcement agency (such as a subpoena, court order or order of a competent administrative authority). If a law enforcement agency or other third party sends Planon a demand for Personal Data, Planon will attempt to redirect the law enforcement agency or other third party to request that Personal Data directly from Customer. As part of this effort, Planon may provide Customer’s basic contact information to the law enforcement agency or other third party. If compelled to disclose Personal Data to a third party (including e.g. a law enforcement agency), then Planon will give Customer reasonable notice of the demand to Customer unless Planon is legally prohibited from doing so.

2.9 Planon Personnel. Planon restricts its personnel from processing Personal Data without authorisation by Planon as described in the Planon Security Standards. Planon will impose appropriate contractual obligations upon its personnel, including relevant obligations regarding confidentiality.

2.10 Datacentre locations. Customer may specify the datacentre location(s) where Personal Data as part of the Planon SaaS Services under the Agreement will be processed (each location a

“**Region**”). Once Customer has made its choice, Planon will not transfer Personal Data from Customer’s selected Region(s) except as necessary to comply with the Agreement, the law or a valid and binding order of a law enforcement agency as described in article 2.8 above. The Customer’s choice is indicated on the applicable Order Form.

2.11 Application of Standard Contractual Clauses. The Standard Contractual Clauses will apply to Personal Data that is transferred outside the UK to any third country or an international organisation not recognised by the Information Commissioner’s Office as providing an adequate level of protection of personal data (as described in article 45 of the Data Protection Laws). Planon ensures that if Personal Data will be transferred outside the UK in each situation the appropriate module of the Standard Contractual Clauses has been agreed with the relevant Data Importer (as defined in the Standard Contractual Clauses).

3. SECURITY RESPONSIBILITIES OF PLANON.

3.1 Planon shall take all measures required pursuant to the Data Protection Laws. The technical and organisational security measures currently implemented by Planon in this respect are described in Exhibit 1 of the Addendum.

3.2 The technical and organisational measures include the following:

- (i) Planon has implemented and will maintain measures to maintain the security of the Services as set out in the Planon Security Standards;
- (ii) Planon has implemented and will maintain measures to control access rights for Customer employees and contractors in relation to the Services as set out in article 1.1 of the Planon Security Standards. Customer has implemented and will maintain measures to control access rights to Personal Data.

3.3 Planon shall maintain the record of all categories of processing activities carried out on behalf of Customer as provided by Data Protection Laws

4. RESPONSIBILITIES OF CUSTOMER.

4.1 Customer is responsible for reviewing the Planon Security Standards relating to data security and making an independent determination as to whether the Services meet Customer’s requirements.

4.2 Customer shall be responsible for informing Data Subjects of the processing of their Personal Data under the Agreement.

5. CERTIFICATIONS. Planon and/or its Affiliate(s) hold an ISO 27001 certificate or such other alternative standards as are substantially equivalent to ISO 27001 and agree to maintain an information security program that complies with the ISO 27001 standards or such other alternative standards as are substantially equivalent to ISO 27001 for the establishment, implementation, control, and improvement of the Planon Security Standards.

6. CUSTOMER AUDIT.

6.1 Planon uses external auditors to verify the adequacy of Planon Security Standards and this Addendum. This audit: (a) will be performed annually; (b) will be performed according to ISO 27001 standards or such other alternative standards that are substantially equivalent to ISO 27001; (c) will be performed by independent third party security professionals at Planon’s selection and expense; and (d) will result in the generation of a confidential audit report (“**Report**”), which will be Planon’s Confidential Information.

6.2 At Customer’s written request, Planon will provide Customer with a Report in order to enable Customer to reasonably verify Planon’s compliance with the security obligations under this Addendum.

6.3 Customer agrees to exercise its audit right by instructing Planon to execute the audit as described in this article. With respect to requests for audits other than described in the previous sentence or other requests or instructions by Customer, Planon will respond with reasonable effort and provide Customer with information on Planon standard processes and an estimate of additional fees and costs that Customer would have to pay before Planon has to grant any requests or instructions that Planon does not offer as part of its standard services. Customer shall not be obligated to pay such additional fees or costs, unless and until Customer, at its sole discretion, agrees to such payment obligations in writing. Planon shall not be obligated to meet Customer’s requests or instructions until agreement on additional payments, if any, is reached, and Planon has received such payments, if any.

7. DATA BREACH NOTIFICATION.

7.1 In accordance with the Data Protection Laws, Planon shall notify the Customer without undue delay after becoming aware of a Personal Data breach (as defined in the Data Protection Laws).

7.2 Customer agrees that:

- (i) the Customer is responsible for notifying the Personal Data breach to the competent authority within 72 hours, if notification to the competent authority is necessary pursuant to the Data Protection Laws; and
- (ii) Planon's obligation to report or respond to a Personal Data breach under this article is not and will not be construed as an acknowledgement by Planon of any fault or liability of Planon with respect to the Personal Data breach.

7.3 Notification(s) of Personal Data breach, if any, will be delivered to one or more of Customer's administrators by any means Planon selects, including via email. It is Customer's sole responsibility that Customer has provided the accurate contact information of Customer's administrators.

8. SUB-PROCESSOR.

8.1 Authorised Sub-processor. Customer agrees that Planon may use other processor(s) ("**Sub-processor**") to fulfil its contractual obligations under the Agreement. Customer hereby consents to Planon's use of the Sub-processors listed under Exhibit 3 hereto, and as described in this article. Planon shall inform Customer of any intended changes concerning the addition or replacement of any Sub-processor. The Customer shall be entitled to object to such changes – for a compelling reason – vis-à-vis Planon in due course.

8.2 Sub-processor obligations. Where Planon engages a Sub-processor for carrying out specific processing activities on behalf of the Customer, similar personal data protection obligations as set out in this Addendum shall be imposed in writing on that Sub-processor, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a

manner that the processing will meet the requirements of this Addendum as well as generally the mandatory requirements for data processing agreements pursuant to the Data Protection Laws. Planon will remain responsible for its compliance with the obligations of this Addendum and for any acts or omissions of a Sub-processor that cause Planon to breach any of Planon's obligations under this Addendum.

9. LIABILITY. The limitations on liability set out in the Agreement apply to all claims made pursuant to any breach of the terms of this DPA or the Data Protection Laws.

10. CONFLICT. Except as amended by this Addendum, the Agreement will remain in full force and effect. If there is a conflict between the Agreement and this Addendum on the subject matter of this Addendum, the terms of this Addendum will control.

11. ASSISTANCE OBLIGATIONS. Planon will assist Customer, at Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators, in each case to the extent relevant to the processing carried out by Planon.

12. DATA RETURN / DATA DESTRUCTION. Upon the expiration or termination of the Agreement and after written request of the Customer, Planon makes available to Customer data received from Customer and all data obtained or generated in connection with the Services (including Personal Data). After 2 months after termination of the Agreement, Planon will destruct all data of Customer, including Personal Data, files, databases and backups. On request of the Customer, Planon gives proof of such destruction within 30 days from such destruction.

Exhibit 1

Planon Security Standards

This Exhibit describes the technical and organizational security measures and procedures that Planon shall, as a minimum, maintain to protect the security of Personal Data created, collected, received, or otherwise obtain. Planon will keep documentation of technical and organizational measures identified below to facilitate audits and for the conservation of evidence.

1. INFORMATION SECURITY PROGRAM. Planon will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) secure Personal Data against accidental or unlawful loss, access or disclosure, (b) identity reasonably foreseeable and internal risks to security and unauthorized access to Personal Data, and (c) minimize security risks, including through risk assessment and regular testing. Planon will designate one or more employees to coordinate and be accountable for the information security program. The information security program will include (but not limited to) the following measures:

1.1 Access control. Planon's employees, contractors and any other persons entitled to perform the Services are only able to access the Personal Data within the scope and to the extent covered by its access permission (authorization). All services are secured with a login and a password. Customer has the possibility to adjust the password policy, e.g. the minimum password length and complexity of the password.

1.2 Network security. Planon's infrastructure will be electronically accessible to Planon's employees, contractors and any other persons as necessary to provide the Services. Planon will maintain access control and policies to manage what access is allowed to the infrastructure from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. Planon will maintain corrective action and incident response plans to respond to potential security threats.

1.3 Encryption of all data. All Customer Data the Customer enters into the Planon SaaS Services is fully encrypted (AES 256). In case of a data breach the Customer Data is not readable for a third party.

1.4 Human resource. Planon's employees who have access to the Personal Data will be submitted to a background check prior to access, must sign a confidentiality agreement and an annual awareness program is mandatory. They are not allowed to use the Personal Data for purpose other than providing Services to the Customer. Planon will further instruct its staff regarding the applicable provisions on data protection.

1.5 Supplier relationship. Planon will monitor its suppliers by reviewing the audit reports made available by the suppliers. When deemed needed by Planon other methods will be used to monitor the information security compliance. In case of non-compliance, the supplier will be contacted by Planon to address the issue and find a solution.

1.6 Disaster Recovery. Planon will maintain a disaster recovery plan for the Planon SaaS Services in a way so it will limit the chance of downtime for the customer. The disaster recovery plan is tested regularly.

2 CONTINUED EVALUATION. Planon will conduct periodic reviews of the security of its infrastructure and adequacy of its information security program as measured against industry security standards of Planon's choice.

3 DATA BREACH NOTICE. The processor shall notify the controller of any violations of the protection of Personal Data, providing at least the following information:

- A description of the nature of the violation, the categories concerned and the approximate number of individuals and data sets affected;
- The name and contact details of a contact partner for further information;
- A description of the likely consequences of the violation;
- A description of the steps taken in order to rectify or alleviate the violation.

Exhibit 2

Description of Data Subjects, categories of data and processing operations / Subject matter, duration, nature and purpose of the processing of Personal Data

DATA SUBJECTS.

Data Subjects include Customer's employees, agents, advisors, contractors and/or customers.

If applicable, additional Data Subjects must be additionally instructed by Customer and agreed between Planon and Customer in writing.

CATEGORIES OF DATA.

The Personal Data relating to individuals which is submitted to the Planon SaaS Services by Customer and/or processed by Planon and/or a Sub-processor under the Agreement:

- First name and surname;
- Telephone number;
- Gender;
- Email address;
- Password
- Profile picture

If applicable, additional categories must be additionally instructed by Customer and agreed between Planon and Customer in writing.

PROCESSING OPERATIONS.

Processing through or by the Services pursuant to the Agreement.

SUBJECT MATTER, DURATION, NATURE AND PURPOSE OF THE PROCESSING OF PERSONAL DATA.

Subject Matter:

The subject matter results from the Agreement (including its Annexes).

Duration:

For initial 36 months periods, thereafter 12 months periods, unless one of the Parties has terminated three (3) months before the end of the then current 12 months period or if agreed otherwise in the Agreement.

Scope, nature and purpose of the Processing of Personal Data:

Provision of a Software-as-a-Service platform. As part of the associated hosting and storage, Planon processes the Personal Data and performs maintenance and support services. Furthermore, Customer is provided with online access to enable Customer to access and use the Software-as-a-Service platform on its behalf.

CONTACT DETAILS OF PROCESSOR.

The contact details for privacy related issues are:

Email: privacy@planonsoftware.com
Phone: (+31) 24 6413135 (ask for security department)

CONTACT DETAILS OF CONTROLLER

The contact details for privacy related issues are:

Name DPO (if applicable):
Email address:
(reporting) Data breach email address:
Phone:

Exhibit 3
Sub-processors(s) authorised by Customer

The Sub-processors which Planon uses in the execution of the Agreement are listed in the link below or, if applicable, otherwise agreed in writing between the Parties. The list describes the type of Sub-processors, which services they provide to Planon and (if applicable) the location where these services are provided. Planon reserves the right to update this page from time to time to keep the list of Sub-processors up to date. The list of Sub-processors is available via the following link: <https://planonsoftware.com/uk/trustcenter/sub-processors/>