

ANAPLAN SAAS SUBSCRIPTION AGREEMENT

THIS ANAPLAN SAAS SUBSCRIPTION AGREEMENT is entered into as a global master agreement by and between the ANAPLAN company defined in Section 1 and the Client (on behalf of itself and its Affiliates) identified in the corresponding Order Schedule referencing this Agreement and shall be effective upon the date of execution of the first Order Schedule between the parties referencing this Agreement (the "Effective Date").

1. Definitions.

1.1 "Affiliate" means with respect to a party, any person or entity that controls, is controlled by, or is under common control with that party, where the term "control" (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a party, whether through the ownership of voting shares, by contract, or otherwise.

1.2 "Agreement" means, collectively, this Anaplan SaaS Subscription Agreement, any Statement of Work and Order Schedule agreed to by the parties, as well as any attached or referenced exhibits or schedules, and amendments to this Agreement, each of which are incorporated into the Agreement by this reference.

1.3 "Anaplan" means one of the following entities depending on where Client resides, and includes any Affiliate identified on an Order Schedule or Statement of Work:

(a) If Client resides in North America or South America, then "Anaplan" means Anaplan, Inc., a Delaware corporation with its principal place of business at 50 Hawthorne Street, San Francisco, California 94105, U.S.A.; or

(b) if Client resides elsewhere, then "Anaplan" means Anaplan Limited, a corporation registered in England and Wales (Registered Number: 06453096), with its principal place of business at 338 Euston Road, Regents Place, London NW13BT, United Kingdom.

1.4 "Anaplan Service" means the provision of Anaplan's hosted software applications (accessible by Authorized Users via supported web browsers through the login page at www.anaplan.com) as ordered by Client under an Order Schedule, and as updated from time to time with new features, functionality, enhancements, upgrades, error corrections, maintenance, support and bug fixes to the Anaplan Service that Anaplan develops in its own discretion and makes generally available for no additional charge to customers.

1.5 "Authorized User" means a named person who has been supplied access to the Anaplan Service via a user identification and password by Client within the usage limitations under any Order Schedules entered between Anaplan and Client.

1.6 "Client Data" means data that is submitted to the Anaplan Service by or on behalf of Client, including without limitation: (a) Client's content, including model data and dashboards provided or submitted by Client or Authorized Users to or through the Anaplan Service for processing (b) the outputs and modifications to that data obtained from such processing, and (c) Personal Data that Anaplan processes as a Processor on behalf of Client.

1.7 "Documentation" means the online help materials describing the features and functionality of the Anaplan Service (currently known as "Anapedia" and located at <http://help.anaplan.com/anapedia/Content/Home.htm>) that Anaplan provides for use with the Anaplan Service, as may be updated by Anaplan from time to time.

1.8 "Intellectual Property Rights" means patents, copyrights, trademarks, and trade secret rights.

1.9 "Metadata" means system, administrative, and descriptive usage data related to Client's and its Authorized Users' use of the Anaplan Service, or other data collected as part of the normal operation of the Anaplan Service. Metadata may include information relating to Client and its use of the Anaplan Service provided that such information is de-identified.

1.10 “Order Schedule” means a document signed by and between both Anaplan and Client (including Affiliates of either party that enter into an Order Schedule) that references this Agreement and details the Anaplan Service or Professional Service(s) to be provided by Anaplan, the fees associated therewith, and any other transaction-specific provisions.

1.11 “Personal Data” has the meaning as defined in the DPA referenced in Section 2.5 below.

1.12 “Statement of Work” or “SOW” means a document (including an Order Schedule to the extent referencing Professional Services) signed by and between both Anaplan and Client (including Affiliates of either party that enter into a Statement of Work) that references this Agreement and describes the activities and deliverables for implementation, training or other Professional Services related to Client’s use of the Anaplan Service.

1.13 “Subscription Term(s)” means the subscription period(s) specified in an Order Schedule during which Authorized Users may use the Anaplan Service, subject to the terms of the Agreement.

2. PROVISION OF THE ANAPLAN SERVICE.

2.1 Anaplan Service; Access Right. Anaplan shall provide the Anaplan Service during the Subscription Term(s) as described in one or more Order Schedule(s).

2.2 Access and Usage Restrictions. Subject to the limitations stated in the Order Schedule(s), Client has a non-exclusive, non-sublicensable, nontransferable (except as specifically permitted in **Section 12.2**) right to access and use the Anaplan Service under this Agreement during the applicable Subscription Term, solely for Client’s internal business purposes relating to the processing of Client Data. Client shall not (a) sublicense, sell, transfer, assign, distribute or otherwise grant or enable access to the Anaplan Service in a manner that allows access or use of the Anaplan Service by an individual who is not an Authorized User, or to commercially exploit the Anaplan Service; (b) copy, modify or create derivative works based on the Anaplan Service; (c) reverse engineer or decompile the Anaplan Service (except to the extent permitted by applicable law; (d) copy any features, functions or graphics of the Anaplan Service; or (e) allow Authorized User subscriptions to be shared or used by more than one individual Authorized User (except that Authorized User subscriptions may be reassigned to new Authorized Users replacing individuals who no longer use the Anaplan Service for any purpose, whether by termination of employment or other change in job status or function).

2.3 Usage Limits. Use of the Anaplan Service is subject to the usage limits identified in an Order Schedule and usage limits may be based upon the number of Client’s Authorized Users, size of Client’s business or organization, data consumption, or other metric defined in an Order Schedule or Documentation. If a party detects or becomes aware that Client exceeds a limit, that party shall promptly notify the other, and Client shall work with Anaplan to promptly change its usage to comply with the limit. If Client fails to change its usage or to comply with the limit within thirty (30) days, or if Client notifies Anaplan of its intent to continue with the excess usage, Client shall execute an Order Schedule and pay invoices issued by Anaplan for that excess usage. As may be reasonably requested by Anaplan from time to time, Client agrees to verify, certify, or provide evidence to Anaplan’s reasonable satisfaction that its use of the Anaplan Service is within the applicable usage limits.

2.4 Availability & Support. During the Subscription Term, Anaplan shall maintain and support the Anaplan Service according to the then current Anaplan Availability and Support SLA which can be found at <https://www.anaplan.com/legal/policies/availability>. Anaplan reserves the right to update the Anaplan Availability and Support SLA from time to time, but only to the extent that the update does not materially and adversely diminish Client’s rights to support services or availability of the Anaplan Service.

2.5 Security and Integrity of Client Data. During the Subscription Term, Anaplan shall maintain the measures described in Anaplan’s Data and Security Policy, which can be found at <https://www.anaplan.com/legal/policies/security>.

2.6 Data Processing by Anaplan. All data processing activities by the Anaplan Service will be governed by the [Data Processing Addendum](#) (“DPA”) incorporated by reference herein.

2.7 Professional Services. Anaplan may provide, directly or indirectly, implementation, training, consultation, or other professional services as described in a Statement of Work ("Professional Services").

3. CLIENT RESPONSIBILITIES. Client has exclusive control and responsibility for determining what data Client submits into the Anaplan Service and for obtaining all necessary consents and permissions for submission of Client Data and processing instructions to Anaplan. Client is further responsible for the legality of all Client Data, and for the acts and omissions of Authorized Users in accessing and using the Anaplan Service.

4. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP.

4.1 Client. Client owns all right, title, and interest, including all related Intellectual Property Rights, in and to the Client Data. Client grants Anaplan a worldwide, non-exclusive license to host, copy, process, transmit and display Client Data as reasonably necessary for Anaplan to provide the Anaplan Service.

4.2 Anaplan. Anaplan owns and shall continue to own all right, title, and interest, including all related Intellectual Property Rights, in and to the Anaplan Service. Client grants to Anaplan a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to incorporate and use, commercialize, and distribute with the Anaplan Service any suggestions, recommendations or other feedback specifically relating to the Anaplan Service as Client in its discretion may elect to provide and to create derivative works of the same.

5. USE OF METADATA. Client acknowledges and agrees that Anaplan may use Client Data to collect, create and aggregate Metadata. Metadata is processed and used for the purposes of operating the Anaplan Service and its business. Aggregated Metadata does not specifically reference Client or reveal or disclose any Client Confidential Information or Personal Data of Authorized Users to third parties. Anaplan owns all right, title, and interest, including any related Intellectual Property Rights, in and to the Metadata and Anaplan's rights in and to the Metadata survive termination or expiration of the Agreement.

6. BILLING AND PAYMENT.

6.1 Fees; Payment. Client shall pay all undisputed fees and charges to Client's account under the Statement of Work or Order Schedule as invoiced by Anaplan. Unless otherwise stated in a Statement of Work or Order Schedule, amounts are due and payable within thirty (30) days after the date of the invoice. If Client disputes any part of an invoice in good faith, Client shall (a) provide Anaplan with notice and reasonable detail of the dispute before the invoice due date, and (b) pay the undisputed portion by the invoice due date as provided in this Agreement. Except as otherwise specified in an Order Schedule, (a) fees are quoted and payable in United States dollars, (b) fees are based on the Anaplan Service purchased as indicated in an Order Schedule whether used or not, (c) payment obligations are non-cancelable and fees paid are non-refundable unless otherwise provided in this Agreement, and (d) the number of subscriptions rights purchased cannot be decreased during the relevant Subscription Term. Where Client designates use of a third-party payment processor network (such as a payment agent), Client is responsible for payment of all fees and charges associated with use of such network (including registration, participation, and payment processing fees) and Anaplan may invoice those fees with other fees due under this Section 6.1 or on a separate invoice.

6.2 Taxes. Fees are exclusive of all applicable taxes, levies, or duties, and Client is responsible for payment of all of those taxes, levies, or duties, excluding taxes based solely on Anaplan's income. Client shall pay all fees free and clear of, and without reduction for, any applicable transaction taxes, including but not limited to sales and use taxes, VAT, GST, gross receipts taxes, withholdings and other similar transactional charges ("Transaction Taxes"); Transaction Taxes imposed on payments of fees are Client's responsibility, and Client shall provide receipts issued by the appropriate taxing authority to Anaplan on request to establish that the Transaction Taxes have been paid. Anaplan may invoice Transaction Taxes as permitted in applicable law on an invoice as referenced in Section 6.1 or a separate invoice. Anaplan reserves the right to determine Transaction Taxes based on Client's "bill to" or "ship to" address, or other information provided by Client on location of Client's use of the Anaplan Service. Client is responsible for any taxes, penalties or interest that might apply based on Anaplan's failure to charge appropriate tax due to incomplete or incorrect "bill to" or "ship to" location information provided by Client. If Client is exempt from Transaction Taxes, Client shall provide proof of the exemption to Anaplan without undue delay upon execution of the applicable Order Schedule.

6.3 Effect of Nonpayment. This Agreement and Client's access to the Anaplan Service or Anaplan's provision of Professional Services may be suspended or terminated if Client fails to make timely payment of undisputed

fees when due. Unpaid amounts may be subject to interest at the lesser of one and one-half percent (1.5%) per month or the maximum permitted by law plus collection costs. Suspension will not relieve Client's obligation to pay amounts due. Upon termination of this Agreement, Client shall pay the balance due on Client's account subject to the provisions of Section 7.3 ("Effect of Termination; Survival").

6.4 Future Features and Functionality. Client acknowledges that purchases under this Agreement or any Order Schedule are not contingent on the delivery of future features or functionality.

7. TERM; TERMINATION.

7.1 Term; Termination. This Agreement commences on the Effective Date and, unless earlier terminated under the terms of this Agreement, shall remain in effect until either party terminates this Agreement in writing with thirty (30) days' prior written notice provided that a valid Order Schedule or a Statement of Work shall remain in effect for the remainder of its applicable Subscription Term. Unless stated otherwise in this Agreement, either party may terminate this Agreement (or any affected Order Schedule or Statement of Work) (a) upon the other party's material breach that, if capable of remedy, remains uncured for thirty (30) days after written notice of breach, except that termination will take effect on notice of a breach of Section 2.2 ("Access and Usage Restrictions") or a material breach of Section 11 ("Confidentiality and Sensitive Data"); or (b) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, administration, administrative receivership, liquidation or assignment for the benefit of creditors or any similar process under the laws of any jurisdiction.

7.2 Treatment of Client Data After Expiration or Termination. Client agrees that after termination or expiration of any Order Schedule or Statement of Work, Anaplan may deactivate Client's account(s) associated with the Agreement or applicable Order Schedule(s). During the thirty (30) day period after termination or expiration, Anaplan shall grant a reasonable number of Authorized Users access to the Anaplan Service for the sole purpose of retrieving any Client Data that it wishes to retain and deleting any remaining Client Data. After the 30-day period, Anaplan may delete Client's account, including remaining Client Data, if any, from the Anaplan Service unless legally prohibited.

7.3 Effect of Termination; Survival. Upon early termination of this Agreement by Client under Section 7.1 for Anaplan's uncured material breach, Client is entitled to a prorated refund of prepaid fees relating to the Anaplan Service applicable to the remaining period in the applicable Subscription Term. Upon early termination of this Agreement by Anaplan under Section 7.1, fees relating to the Anaplan Service applicable to the duration of any applicable Subscription Term shall become immediately due and payable. In addition, upon expiration or termination of this Agreement for any reason: (a) all subscription rights granted under this Agreement, Anaplan's obligation to provide the Anaplan Service, and Client's right to access or receive the Anaplan Service, will terminate; (b) Client Data will be available for retrieval and deleted under Section 7.2 ("Treatment of Client Data After Expiration or Termination"); and (c) Sections 1 ("Definitions"), the restrictions in Section 2.2 ("Access and Usage Restrictions") for so long as Client has access to the Anaplan Service, 3 ("Client Responsibilities"), 4 ("Intellectual Property Rights and Ownership"), 5 ("Use of Aggregate Information"), 6 ("Billing and Payment"), 7.2 ("Treatment of Client Data After Expiration or Termination"), 7.3 ("Effect of Termination; Survival"), 8 ("Representations and Warranties"), 9 ("Indemnification"), 10 ("Limitation of Liability"), 11 ("Confidentiality and Sensitive Data"), and 12 ("General") will survive termination.

8. REPRESENTATIONS AND WARRANTIES.

8.1 By Each Party. Each party represents and warrants that it has the power and authority to enter into this Agreement and that its respective provision and use of the Anaplan Service is in compliance with laws applicable to each party.

8.2 By Anaplan.

(a) Conformity with Documentation. Anaplan warrants that, during the Subscription Term, the Anaplan Service will perform in a manner materially consistent with the then-current applicable Documentation. If a breach of the foregoing warranty occurs, Client shall provide Anaplan with written notification of the specific way(s) in which the Anaplan Service does not comply with the warranty and with reasonable information for Anaplan to replicate the non-conformity. If Anaplan confirms noncompliance, it shall use commercially reasonable efforts to correct that noncompliance within a sixty (60) day period (which may be mutually extended by the parties). If Anaplan cannot correct the noncompliance during the 60-day cure period, Client may give Anaplan a ten (10) day notice to terminate. At the end

of the notice period, Client may elect to terminate the applicable Order Schedule or Statement of Work and will receive a prorated refund of prepaid fees applicable to the remaining period in the then-current Subscription Term. Notwithstanding the foregoing, this warranty shall not apply to any non-conformity due to a modification of or defect in the Anaplan Service that is made or caused by or on behalf of anyone other than Anaplan. THE FOREGOING RIGHTS ARE THE SOLE AND EXCLUSIVE REMEDY OF CLIENT (AND ANAPLAN'S SOLE LIABILITY) FOR A BREACH OF THE WARRANTY DESCRIBED IN THIS SECTION 8.2(a).

(b) Malicious Code. Anaplan warrants that, to the best of its knowledge, the Anaplan Service is free from, and Anaplan shall not knowingly or intentionally introduce, software viruses, worms, Trojan horses or other code, files, scripts, or agents intended to do harm ("Malicious Code"), provided however, that Anaplan shall not be in breach of this warranty if Client or any third party introduces Malicious Code.

8.3 WARRANTY DISCLAIMERS. EXCEPT AS WARRANTED IN THIS SECTION 8, ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WHEN ANAPLAN IDENTIFIES A VERSION OF THE ANAPLAN SERVICE OR OTHER TECHNOLOGY AS BETA, PILOT, TRIAL, LIMITED RELEASE, PRE-RELEASE, EVALUATION, NON-PRODUCTION OR SIMILAR DESIGNATION, THAT VERSION IS PROVIDED "AS IS," EXCLUSIVE OF ANY AND ALL WARRANTIES, IS NOT SUPPORTED, AND IS NOT SUBJECT TO ANY AVAILABILITY OR SECURITY OBLIGATIONS, AND ANAPLAN MAY TERMINATE OR DISCONTINUE THAT VERSION AT ANY TIME WITHOUT LIABILITY. ANAPLAN IS NOT RESPONSIBLE FOR AND DISCLAIMS ALL LIABILITY RELATED TO DELAYS, DELIVERY FAILURES, INTERCEPTION, ALTERATION OR OTHER DAMAGE RESULTING FROM PROBLEMS INHERENT IN THE USE OF THE INTERNET, MOBILE AND PERSONAL COMPUTING DEVICES, AND TRANSMISSION OF ELECTRONIC COMMUNICATIONS OVER THE INTERNET OR OTHER NETWORKS OUTSIDE OF ITS CONTROL.

9. INDEMNIFICATION.

9.1 By Anaplan. Anaplan shall defend, indemnify, and hold Client harmless from and against any damages and costs (including reasonable attorneys' fees) against Client (or, subject to Section 9.3, the amount of any settlement Anaplan enters into) resulting from any claim, demand, suit or proceeding from an unaffiliated third party ("Claim") specifically alleging that the Anaplan Service directly infringes or misappropriates a valid Intellectual Property Right of a third party. Anaplan shall have no indemnification obligation for Claims to the extent arising from: (a) Client's or any Authorized User's use of the Anaplan Service other than as permitted under this Agreement; (b) the combination of the Anaplan Service developed by Anaplan with any Client Data or with any Client or third party products, services, hardware, data, content, or business processes; or (c) from the modification of the Anaplan Service by any party other than Anaplan or Anaplan's agents, or modification by Anaplan or Anaplan's agents based on Client instructions. The foregoing is Anaplan's exclusive obligation for infringement claims. If Anaplan becomes aware of a Claim alleging infringement or misappropriation, or Anaplan reasonably believes such a Claim will occur, Anaplan may, at its sole option: (i) obtain for Client the right to continue use of the Anaplan Service; (ii) replace or modify the Anaplan Service so that it is no longer infringing; or, (iii) if neither (i) nor (ii) is reasonably available to Anaplan, terminate the Anaplan Service, in which case Anaplan's sole liability (in addition to the indemnification obligations set out in this Section 9.1) is to refund to Client a prorated amount of prepaid fees for the Anaplan Service applicable to the remaining period in the then-current Subscription Term.

9.2 By Client. Client shall defend, indemnify, and hold Anaplan and its Affiliates harmless from and against any damages and costs (including reasonable attorneys' fees) against Anaplan and its Affiliates (or, subject to Section 9.3, the amount of any settlement Client enters into) resulting from any Claim arising from allegations that use of the Client Data infringes a valid Intellectual Property Right, privacy, or publicity rights of a third party.

9.3 Indemnity Process. Each party's indemnification obligations are conditioned on the indemnified party: (a) giving written notice of the Claim to the indemnifying party within fourteen (14) days after the receipt of the Claim; (b) giving the indemnifying party sole control of the defense and settlement of the Claim; and (c) providing to the indemnifying party all available information and assistance to defend the Claim, at the indemnifying party's request and expense. The indemnified party may participate in the defense of the Claim at the indemnified party's sole expense. Neither party may admit liability or settle any Claim that includes a financial or performance obligation on, or admission of liability by, the party against whom the Claim is brought without that party's prior written consent.

10. LIMITATION OF LIABILITY.

10.1 Liability Cap. EXCEPT AS SET FORTH IN SECTION 10.3 BELOW, IN NO EVENT WILL EITHER PARTY'S

(INCLUDING THEIR AFFILIATES) AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE ANAPLAN SERVICE, OR PROFESSIONAL SERVICES, EXCEED THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CLIENT OR CLIENT AFFILIATES RELATING TO, AS APPLICABLE: (A) THE ANAPLAN SERVICE FOR THE THEN-CURRENT ANNUAL SUBSCRIPTION TERM IN WHICH THE CAUSE OF ACTION GIVING RISE TO THE LIABILITY FIRST ARISES, OR (B) THE STATEMENT OF WORK OR ORDER SCHEDULE FOR PROFESSIONAL SERVICES GIVING RISE TO LIABILITY HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHEN THE CAUSE OF ACTION FIRST ARISES.

10.2 Liability Exclusions. EXCEPT AS SET FORTH IN SECTION 10.3(A), NEITHER PARTY NOR ITS AFFILIATES OR LICENSORS WILL BE LIABLE FOR ANY LOSS OF REVENUES, LOSS OF PROFITS, LOST OPPORTUNITIES, OR LOSS OF DATA, OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, IMPLIED, INCIDENTAL, CONSEQUENTIAL OR RELATED DAMAGES OR OBLIGATIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING THE USE OR INABILITY TO USE THE ANAPLAN SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE ANAPLAN SERVICE, ANY INTERRUPTION, INACCURACY OR ERROR IN THE CONTENT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF THE DAMAGES.

10.3 NOTWITHSTANDING THE FOREGOING, NOTHING IN SECTION 10.1 SHALL EXCLUDE OR LIMIT THE LIABILITY OF EITHER PARTY OR THEIR AFFILIATES FOR DAMAGES ARISING FROM: (A) CLIENT'S PAYMENT OBLIGATIONS OR VIOLATION OR INFRINGEMENT OF ANAPLAN INTELLECTUAL PROPERTY RIGHTS, INCLUDING WITHOUT LIMITATION, PURSUANT TO A BREACH OF SECTION 2.2 OF THIS AGREEMENT BY CLIENT, ITS AFFILIATES AND THE AUTHORIZED USERS; (B) A BREACH BY EITHER PARTY OF ITS DATA PROTECTION OR CONFIDENTIALITY OBLIGATIONS IN SECTIONS 2.5 ("SECURITY AND INTEGRITY OF CLIENT DATA"), 2.6 ("DATA PROCESSING BY ANAPLAN"), AND 11 ("CONFIDENTIALITY AND SENSITIVE DATA") (FOR WHICH, TOGETHER, THE AGGREGATE LIABILITY LIMITATION OF A PARTY TO THE OTHER PARTY INCLUDING ITS AFFILIATES FOR LIABILITY UNDER THIS SECTION 10.3(B) SHALL NOT IN ANY EVENT EXCEED TWO MILLION DOLLARS (\$2,000,000) IN THE AGGREGATE); (C) EITHER PARTY'S OBLIGATIONS UNDER SECTION 9 ("INDEMNIFICATION"); (D) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (E) ANY OTHER LIABILITY TO THE EXTENT THAT LIABILITY MAY NOT BE LIMITED AS A MATTER OF APPLICABLE LAW.

10.4 Limitations Fair and Reasonable. EACH PARTY ACKNOWLEDGES THAT THE LIMITATIONS OF LIABILITY STATED IN THIS SECTION 10 REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES UNDER THIS AGREEMENT, AND THAT IN THE ABSENCE OF THOSE LIMITATIONS OF LIABILITY, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SIGNIFICANTLY DIFFERENT. THE LIMITATIONS AND DISCLAIMERS IN THIS SECTION 10 APPLY REGARDLESS OF THE CAUSE OF ACTION UPON WHICH THE DAMAGES ARE BASED, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF A PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES AND EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND EVEN IF A PARTY'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

11. CONFIDENTIALITY AND SENSITIVE DATA.

11.1 Confidentiality. "Confidential Information" means this Agreement, the Anaplan Service, Anaplan pricing information, Anaplan technical information, Client Data and any other information disclosed by one party ("Discloser") to the other ("Recipient") related to the provision or use of the Anaplan Service that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Recipient will not disclose, or permit to be disclosed, Discloser's Confidential Information to any third party without Discloser's prior written consent, except that Recipient may disclose Discloser's Confidential Information solely to Recipient's employees and subcontractors who have a need to know and who are bound in writing to keep that information confidential under confidentiality requirements consistent with this Agreement. Recipient agrees to exercise due care in protecting Discloser's Confidential Information from unauthorized use and disclosure, and at a minimum will use at least the degree of care a reasonable person would use. The foregoing will not apply to any information that: (a) was in the public domain at the time it was communicated to the Recipient by the Discloser; (b) entered the public domain after the time it was communicated to the Recipient by the Discloser through no fault of the Recipient; (c) was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient by the Discloser; (d) was rightfully communicated to the Recipient free of any obligation of confidence after the time it was communicated to the Recipient by the Discloser; (e) was developed by employees or agents of the Recipient independently of and without reference to any information communicated to the Recipient by the Discloser; or (f) is expressly permitted to be disclosed under the terms of this Agreement.

11.2 Compelled Disclosure. The Recipient shall not be in violation of Section 11.1 for a disclosure that was

in response to a valid order by a court or other governmental body (including subpoena), as long as the Recipient provides the Discloser with prior written notice of the disclosure to permit the Discloser to seek confidential treatment of that information.

11.3 Sensitive Personal Data. Unless otherwise specified in the Order Schedule or this Agreement, Client shall not provide Anaplan with any Personal Data deemed “sensitive” or “special” under applicable laws, including but not limited to, for customers subject to United States laws or regulations, Personal Data subject to the Payment Card Industry Data Security Standards ("PCI DSS"), and/or regulated by the Health Insurance Portability and Accountability Act ("HIPAA"), that imposes specific data security or data protection obligations on Anaplan in addition to or different from those specified in this Agreement, Anaplan’s Data and Security Policy at <https://www.anaplan.com/legal/policies/security/> or DPA.

12. GENERAL.

12.1 Notices. Notices to a party will be sent electronically by email, first-class mail, overnight courier, or prepaid post to the address for that party as identified on the first page of the Agreement (or as subsequently updated in writing to the other party) and will be deemed given upon the earlier of: (a) 72 hours after mailing; (b) upon confirmed delivery; and (c) actual receipt. Client shall address notices to Anaplan’s General Counsel at generalcounsel@anaplan.com, with a copy to Anaplan, Inc., at the address in Section 1.3, when Client has sent a notice to an entity other than Anaplan, Inc.

12.2 Assignment. Neither party may assign this Agreement or any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party’s prior written consent except as provided in this Section 12.2. Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Schedules) to its Affiliate or under a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets without the other party’s consent, provided the assignee has agreed to be bound by all of the terms of this Agreement and all fees owed to the other party are paid in full.

12.3 Governing Law; Venue. This Agreement, Claims arising out of this Agreement, and/or the provision or use of the Anaplan Service or Professional Services will be subject to the exclusive jurisdiction of the Applicable Jurisdiction based on the Client’s residence, as provided in the follow table:

Client Residence	Applicable Law	Applicable Jurisdiction	Anaplan Entity
North America, South America & Regions Not Referenced Below	New York, United States	New York, New York, United States	Anaplan, Inc.
Europe, Middle East, Africa, Asia	England	London, United Kingdom	Anaplan Limited
Japan	Japanese	Japan	Anaplan Limited
Australia, New Zealand	New South Wales, Australia	Sydney, New South Wales, Australia	Anaplan Limited

Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement.

12.4 Export Laws. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Anaplan Service.

12.5 Remedies. Unless stated otherwise in this Agreement, the parties’ rights and remedies under this Agreement are cumulative. Where Client controls any Affiliate, Anaplan is entitled to remedies from Client for the obligations and liabilities of Affiliates who place orders under this Agreement.

12.6 Independent Contractors. The parties are independent contractors. No joint venture, partnership, employment, or agency relationship exists between Client and Anaplan as a result of this Agreement or use of the Anaplan Service or Professional Services.

12.7 Waiver; Modification. The failure of a party to enforce any right or provision in this Agreement will not constitute a waiver that right or provision unless the waiver is in writing signed by the waiving party. No modification or amendment to this Agreement will be effective unless in writing and signed by both parties.

12.8 Severability. If any provision of this Agreement is unenforceable, that provision will be changed and interpreted to accomplish the objectives of that provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Section 10 ("Limitation of Liability") will remain in effect notwithstanding the unenforceability of any provision in Section 8 ("Representations and Warranties").

12.9 Entire Agreement; Execution. This Agreement comprises the entire agreement between Client and Anaplan and supersedes all prior or contemporaneous proposals, quotes, negotiations, discussions, or agreements, whether written or oral, between the parties. If a conflict arises between the terms of this Agreement and the terms of any Statement of Work, any Order Schedule, or other exhibit to this Agreement, that conflict will be resolved in the following order of precedence: (a) any Order Schedule; (b) any Statement of Work, (c) this Agreement; then (d) any exhibits to this Agreement. This Agreement will be construed as if drafted by both parties and will not be strictly construed against either party. Any preprinted terms on any Client ordering documents (including purchase orders) or terms referenced or linked in those terms will have no effect on the terms of this Agreement and are hereby rejected, including where the Client ordering document is signed by Anaplan. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The parties hereby consent to the use of electronic signatures for execution of this Agreement, and further agree that electronic signatures to this Agreement are legally binding with the same force and effect as manually executed signatures.