

ANAPLAN SAAS SUBSCRIPTION AGREEMENT

THIS ANAPLAN SAAS SUBSCRIPTION AGREEMENT is entered into by and between the ANAPLAN company defined in Section 1 below and the client ("Client") identified in the corresponding Order Schedule referencing this Agreement (on behalf of itself and its Affiliates, for whom Client will be responsible hereunder). By executing an Order Schedule referencing this Agreement, Client agrees to the terms of this Agreement.

This Agreement was last updated May 2, 2017, and will be effective upon execution of the first Order Schedule between the parties referencing the Agreement by date (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 such party, where "control" means ownership of fifty percent (50%) or more of the outstanding voting securities (but only as long as such person or entity meets these requirements).

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 hereto, each of which are incorporated herein 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 625 Second Street, Suite 101, San Francisco, California 94107, 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 80 Moorbridge Road, Maidenhead, SL6 8BW, United Kingdom.

1.4 "Anaplan Service" means Anaplan's hosted software application (accessible by Authorized Users via supported web browsers through the login page at www.anaplan.com) as ordered by Client under an Order Schedule, including ancillary Anaplan-proprietary products made available as specified in an Order Schedule, and Improvements. The Anaplan Service excludes Applications.

1.5 "Application" or "App" means a pre-configured set of formulas, data hierarchies, actions, dashboards and/or other elements provided by Anaplan, Client or a third party, that is specifically designed to be loaded into and interoperate with the Anaplan Service for processing Client Data in support of an identified business process, including, for example, an application made available through the Anaplan-controlled website known as the Anaplan App Hub. An Application developed and provided by or on behalf of Anaplan, directly or indirectly, as an Application of Anaplan is an "Anaplan Application." Other Applications are "Third Party Applications."

1.6 "Authorized User" means a named individual that is a Client employee, representative, consultant, contractor, or agent, is authorized to use the Anaplan Service pursuant to a valid subscription or other right granted by Anaplan, and has been supplied a user identification and password by Client (or by Anaplan at Client's request).

1.7 "Client Data" means any electronic data or materials provided or submitted by Client or Authorized Users to or through the Anaplan Service for processing, and the outputs and modifications to such data obtained from such processing.

1.8 "Documentation" means the online help materials describing the features and functionality of the Anaplan Service (currently known as "Anapedia") that Anaplan provides for use with the Anaplan Service, as updated by Anaplan from time to time.

1.9 "Evaluation Services" means a version of the Anaplan Service that Anaplan has not made generally available to clients for production use, or that Anaplan otherwise makes available for the limited purpose of beta, pilot, trial or evaluation use.



Evaluation Services are designated by Anaplan as beta, pilot, trial, limited release, pre-release, non-production, evaluation or similar designations.

1.10 “Improvements” means new features, functionality, enhancements, upgrades, error corrections and bug fixes to the Anaplan Service made generally available by Anaplan for no additional charge to customers.

1.11 “Intellectual Property Rights” means patents, patent applications, copyrights, trademarks, service marks, trade names, domain name rights, know-how and other trade secret rights, and all other intellectual property rights and similar forms of protection.

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

1.13 “Professional Services” means the consulting or professional services (not the Anaplan Service) to be performed by Anaplan pursuant to an Order Schedule or Statement of Work.

1.14 “Statement of Work” or “SOW” means a document (including an Order Schedule to the extent referencing Professional Services) entered into by and between 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. A Statement of Work may also be referred to as a “Customer Success Package” or “CSP.”

1.15 “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 will host and make the Anaplan Service available to Client as described on one or more Order Schedule(s) during the Subscription Term(s). The Anaplan Service includes the features and functionality applicable to the Anaplan Service as ordered by Client. Anaplan will host the Anaplan Service and may update the content, functionality, and user interface of the Anaplan Service from time to time in its discretion. Anaplan will not materially decrease the functionality of the Anaplan Service during Client’s Subscription Term.

2.2 Access and Usage Restrictions. Client has a non-exclusive, non-sublicenseable, nontransferable (except as specifically permitted in this Agreement) right to access and use the Anaplan Service during the applicable Subscription Term, solely for Client’s internal business purposes relating to the processing of Client Data subject to the limitations set forth in the Order Schedule(s). Client will not (a) sublicense, sell, transfer, assign, distribute or otherwise grant or enable access to the Anaplan Service in a manner that allows anyone to access or use the Anaplan Service without an Authorized User subscription, 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 and only if Anaplan fails to provide permitted interface information within a reasonable period of time after Client’s written request); (d) copy any features, functions or graphics of the Anaplan Service; (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); or (f) access to or use of the Anaplan Service: (i) to send or store infringing, obscene, threatening, or otherwise unlawful material, including material violative of third-party privacy rights; (ii) in violation of applicable laws; (iii) to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, or agents; (iv) in a manner that interferes with or disrupts the integrity or performance of the Anaplan Service (or the data contained therein); or (v) to gain unauthorized access to the Anaplan Service (including unauthorized features and functionality) or its related systems or networks.

2.3 Availability & Support. During the Subscription Term, Anaplan will maintain availability of the Anaplan Service, and will provide support services as described in the Service Level Agreement attached hereto as Exhibit A.

2.4 Data Protection. During the Subscription Term, Anaplan will maintain reasonable administrative, physical, and technical safeguards designed for the protection, confidentiality, and integrity of Client Data at least as rigorous as the measures



described in the data security description attached hereto as Exhibit B. Anaplan will not use Client Data except to provide the Anaplan Service, or to prevent or address service or technical problems, in accordance with this Agreement or as instructed by Client. If Anaplan detects or becomes aware of a breach of its obligations under this Section 2.4 resulting in unauthorized access to Client Data, Anaplan will promptly report such breach to Client. Anaplan will use diligent efforts to perform a root cause assessment and remedy such breach in a timely manner.

2.5 Usage Limits. Use of the Anaplan Service is subject to the usage limits identified in an Order Schedule, which may include limitations on features and functionality. If Client exceeds a limit, Client will promptly notify Anaplan and work with Anaplan to promptly change its usage to comply with the limit. If Client fails to do so or notifies Anaplan of its intent to continue with the excess usage, Client will execute an Order Schedule and/or pay invoices issued by Anaplan for such excess usage. Anaplan may periodically verify that Client's use of the Anaplan Service is within the applicable usage limits, and Client shall promptly and accurately certify and/or provide evidence of Client's compliance with the applicable usage limits as may be requested by Anaplan from time to time.

2.6 Professional Services. Anaplan (directly, through an Affiliate and/or subcontractors) may perform implementation, training, consultation or other Professional Services as described in a Statement of Work subject to the additional terms in Exhibit C.

2.7 Applications. Unless otherwise provided in an Order Schedule or Statement of Work, Client is solely responsible for development, loading, implementing, maintaining, modifying and testing Applications (including updates and new versions). Anaplan Applications are provided solely for evaluation purposes and without liability to Client. The terms governing Client's acquisition and use of Third Party Applications are solely between Client and the third party provider. If Client chooses to load or use a Third Party Application, Client acknowledges that such Third Party Application will have access to Client Data in connection with the interoperation of that Third Party Application with the Anaplan Service.

2.8 Evaluation Services. Anaplan may invite Client to use Evaluation Services at no charge and Client may accept or decline the invitation in its sole discretion. Evaluation Services are for evaluation and testing purposes, not for production use, not supported, not subject to availability or security obligations and may be subject to additional terms. Unless otherwise agreed by Anaplan in writing, the Evaluation Services trial period will expire upon the earlier of six (6) months after the date Anaplan first makes the Evaluation Services available to Client, the date Anaplan in its discretion makes a version of the Evaluation Services generally available, or earlier termination of this Agreement. Anaplan may discontinue Evaluation Services at any time in Anaplan's sole discretion and may never make them generally available. Anaplan will have no liability for any harm or damage arising out of or in connection with Evaluation Services.

3. CLIENT RESPONSIBILITIES. Client has exclusive control and responsibility for determining what data Client submits to 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 accuracy, quality, and legality of all Client Data, and for the acts and omissions of Authorized Users in connection with this Agreement. Client will use reasonable measures to prevent, and will promptly notify Anaplan of any known or suspected unauthorized use of Authorized User access credentials.

4. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP.

4.1 By Client. 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 in accordance with this Agreement. Subject to this limited license right, as between Anaplan and Client, Client owns all right, title and interest, including all related Intellectual Property Rights, in and to the Client Data.

4.2 By Anaplan. Anaplan owns and will continue to own all right, title and interest, including all related Intellectual Property Rights, in and to the Anaplan Service and Anaplan Applications. Client acknowledges that the Anaplan name, the Anaplan logo, and the product names associated with the Anaplan Service are trademarks of Anaplan or third parties, and no license to such marks is granted herein. 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 AGGREGATE INFORMATION. Anaplan may collect and aggregate data derived from the operation of the Anaplan Service (“Aggregated Data”), and Anaplan may use such Aggregated Data for purposes of operating Anaplan’s business, monitoring performance of the Anaplan Service, and improving the Anaplan Service. Anaplan’s use of Aggregated Data will not reveal any Client Data, Client Confidential Information, or personally identifiable information of Authorized Users.

6. BILLING AND PAYMENT.

6.1 Fees; Payment. Client will pay all fees and charges to Client’s account pursuant to the Statement of Work or Order Schedule as invoiced by Anaplan. Unless otherwise set forth in a Statement of Work or Order Schedule, amounts are due and payable within thirty (30) days following the date of the invoice. 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 and not actual usage, (c) payment obligations are non-cancelable and fees paid are non-refundable unless otherwise provided herein, 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, Client shall be 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 such fees with other fees due under this Section 6.1 or on a separate invoice.

6.2 Taxes. All fees are exclusive of all applicable taxes, levies, or duties, and Client will be responsible for payment of all such taxes, levies, or duties, excluding taxes based solely on Anaplan’s income. Client will pay all fees free and clear of, and without reduction for, any VAT, GST, withholding, or similar taxes; any such taxes imposed on payments of fees will be Client’s responsibility, and Client will provide receipts issued by the appropriate taxing authority to Anaplan on request to establish that such taxes have been paid. Anaplan may invoice VAT, GST or similar taxes in accordance with applicable law on an invoice as referenced in Section 6.1 or a separate invoice. Anaplan reserves the right to determine VAT, GST or similar taxes for a transaction 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 will be responsible for any taxes, penalties or interest that might apply based on Anaplan’s failure to charge appropriate tax due to incomplete or incorrect location information provided by Client.

6.3 Effect of Nonpayment. This Agreement and Client’s access to the Anaplan Service may be suspended or terminated if Client’s account falls into arrears. 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 will 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. Anaplan may release Improvements and other features and functionality in its discretion. Some features and functionality may be available only with certain versions or editions of the Anaplan Service, subject to additional fees, or subject to additional terms and conditions. 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 pursuant to the terms of this Agreement, will continue for so long as there is an Order Schedule or Statement of Work in effect between the parties. Either party may terminate this Agreement (or any affected Order Schedule or Statement of Work) (a) upon the other party’s material breach that remains uncured for thirty (30) days following notice of such breach, except that termination will take effect on notice in the event of a breach of Section 2.2 (“Access and Usage Restrictions”) or 11 (“Confidentiality and Sensitive Data”); or (b) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

7.2 Treatment of Client Data Following Expiration or Termination. Client agrees that following termination of this Agreement, or termination or expiration of any Order Schedule, Anaplan may immediately deactivate Client’s account(s) associated with the Agreement or applicable Order Schedule(s). During the thirty (30) day period following termination or expiration, Anaplan will grant a reasonable number of Authorized Users access to the Anaplan Service for the sole purpose of retrieving Client Data. Thereafter, Anaplan will delete Client’s account, including Client Data, from Anaplan’s site unless legally prohibited.

7.3 Effect of Termination; Survival. Upon the expiration or early termination of this Agreement by Anaplan for



Client's uncured material breach pursuant to Section 7.1(a) ("Term; Termination") or pursuant to Section 7.1(b), fees relating to the Anaplan Service applicable to the duration of any applicable Subscription Term will be immediately due and payable. Upon early termination of this Agreement by Client for Anaplan's uncured material breach pursuant to Section 7.1, 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. 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 pursuant to Section 7.2 ("Treatment of Client Data Following Expiration or Termination"); and (c) Sections 1 ("Definitions"), 2.2 ("Access and Usage Restrictions"), 3 ("Client Responsibilities"), 4 ("Intellectual Property Rights and Ownership"), 5 ("Use of Aggregate Information"), 6 ("Billing and Payment"), 7.2 ("Treatment of Client Data Following 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.

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 such party.

8.2 By Anaplan.

(a) Conformity with Documentation. Anaplan warrants that, during the Subscription Term, the Anaplan Service will perform materially in accordance with the applicable Documentation, and Anaplan will not materially decrease the functionality of Anaplan Service. In the event of a breach of the foregoing warranty, Client's exclusive remedy shall be to request Anaplan assistance through Anaplan's support program, which Anaplan shall provide in accordance with its obligations under Section 2.3 ("Availability and Support").

(b) Malicious Code. Anaplan warrants that, to the best of its knowledge, the Anaplan Service is free from, and Anaplan will not knowingly introduce, software viruses, worms, Trojan horses or other code, files, scripts, or agents intended to do harm.

8.3 WARRANTY DISCLAIMERS. EXCEPT AS WARRANTED IN SECTIONS 8.1 AND 8.2, 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. EVALUATION SERVICES AND ANAPLAN APPLICATIONS ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. 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 will defend, indemnify and hold Client harmless from and against any damages and costs (including reasonable attorneys' fees and costs incurred by Client) finally awarded against Client in connection with any claim, demand, suit or proceeding from an unaffiliated third party ("Claim") alleging that the Anaplan Service directly infringes or misappropriates a copyright, trademark, or trade secret of a third party. Anaplan will 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 with any Client Data or 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 in accordance with 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 of the foregoing options is reasonably available to Anaplan, terminate the Anaplan Service, in which case Anaplan's sole liability shall be 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 will defend, indemnify and hold Anaplan harmless from and against any damages and costs

(including reasonable attorneys' fees and costs incurred by Anaplan) finally awarded against Anaplan in connection with any Claim alleging that use of the Client Data infringes a copyright, trademark, or trade secret, privacy, or publicity rights of a third party.

9.3 Indemnity Process. Each party's indemnification obligations are conditioned on the indemnified party: (a) promptly giving written notice of the Claim to the indemnifying party; (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 in connection with 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 (not subject to reimbursement). Neither party may admit liability for or consent to any judgment or concede or settle or compromise any Claim unless such admission or concession or settlement or compromise includes a full and unconditional release of the other party from all liabilities in respect of such Claim.

10. LIMITATION OF LIABILITY.

10.1 Liability Cap. EXCEPT FOR: (A) CLIENT'S PAYMENT OBLIGATIONS OR WILLFUL INFRINGEMENT OF ANAPLAN INTELLECTUAL PROPERTY RIGHTS; (B) A BREACH BY EITHER PARTY OF SECTION 11 ("CONFIDENTIALITY AND SENSITIVE DATA") (FOR WHICH THE LIABILITY LIMITATION SHALL BE TWO MILLION DOLLARS (\$2,000,000) IN THE AGGREGATE); OR (C) EITHER PARTY'S OBLIGATIONS UNDER SECTION 9 ("INDEMNIFICATION") (FOR WHICH THE LIABILITY LIMITATION SHALL BE TWO MILLION DOLLARS (\$2,000,000) IN THE AGGREGATE), IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CLIENT RELATING TO THE ANAPLAN SERVICE FOR THE THEN-CURRENT ANNUAL SUBSCRIPTION TERM, UNDER THE APPLICABLE ORDER SCHEDULE(S) RELATING TO THE CLAIM.

10.2 Liability Exclusions. NEITHER PARTY NOR ITS LICENSORS WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, IMPLIED, INCIDENTAL, CONSEQUENTIAL OR RELATED DAMAGES OR OBLIGATIONS (INCLUDING LOSS OF REVENUE, PROFITS, OR USE) 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 SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 Limitations Fair and Reasonable. EACH PARTY ACKNOWLEDGES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 10 REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES UNDER THIS AGREEMENT, AND THAT IN THE ABSENCE OF SUCH LIMITATIONS OF LIABILITY, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SIGNIFICANTLY DIFFERENT.

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") in connection with this Agreement 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 may use Discloser's Confidential Information solely to perform Recipient's obligations or exercise its rights hereunder. 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/or subcontractors who have a need to know and who are bound in writing to keep such information confidential pursuant to confidentiality agreements consistent with this Agreement. Recipient agrees to exercise due care in protecting Discloser's Confidential Information from unauthorized use and disclosure, and in any case will not use less than 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 subsequent to 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 subsequent to the time it was communicated to the Recipient by the Discloser; (e) it 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 pursuant to the terms of this Agreement.

11.2 Compelled Disclosure. The Recipient shall not be in violation of Section 11.1 regarding a disclosure that was in response to a valid order by a court or other governmental body, provided that the Recipient provides the Discloser with prior written notice of such disclosure in order to permit the Discloser to seek confidential treatment of such information.

11.3 Sensitive Data. Client agrees that it will not submit the following types of information to the Anaplan Service except with Anaplan’s prior written approval: government-issued identification numbers, consumer financial account information, credit and payment card information, personal health information, or information deemed “sensitive” under applicable law (such as racial or ethnic origin, political opinions, or religious or philosophical beliefs). Where Client’s use of the Anaplan Service includes the processing of personal data (as described in the EU Data Protection Directive 95/46/EC) within the European Economic Area (EEA), Client will enter into a separate data processing agreement (including the European Commission’s Standard Contract Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection) with Anaplan prior to submission of such personal data to the Anaplan Service. Client represents and warrants that it has obtained all necessary consents and permissions from data subjects for the submission and processing of personal data in the Anaplan Service.

12. GENERAL.

12.1 Notices. Notices to a party will be sent by first-class mail, overnight courier, or prepaid post to the address for such party as identified on the first page of the Agreement, and will be deemed given 72 hours after mailing or upon confirmed delivery or confirmed receipt. Client will address notices to Anaplan’s Vice President of Legal, 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 any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party’s prior written consent (not to be unreasonably withheld) 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 in connection with 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. If a party is acquired by, sells substantially all its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice.

12.3 Governing Law; Venue. This Agreement will be governed by the Applicable Law (without regard to the conflicts of law provisions of any jurisdiction), and claims arising out of or in connection with this Agreement 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	State of California, United States	San Francisco, California, United States	Anaplan, Inc.
Europe, Middle East, Africa	England	London, United Kingdom	Anaplan Limited
Asia	Singapore	Singapore	Anaplan Limited
Australia, New Zealand	New South Wales, Australia	Sydney, New South Wales, Australia	Anaplan Limited

Each party irrevocably submits to the personal jurisdiction and venue of, and agrees to service of process issued or authorized by, any court in the Applicable Jurisdiction in any action or proceeding. 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. Without limiting the generality of the foregoing, Client represents that it is not named on any U.S. government denied-party list, and shall not make the Anaplan Service available to any user or entity that is located in a country that is subject to a U.S. government embargo, or is listed on any U.S. government list of prohibited or restricted parties.

12.5 Remedies. Unless stated otherwise in this Agreement, the parties’ rights and remedies hereunder are cumulative.

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.

12.7 U.S. Government End Users. If Client is a branch agency or instrumentality of the United States Government, the following provision applies. If Client is the U.S. Federal Government, Anaplan provides the Anaplan Service, including related software and technology, in accordance with the following: Government technical data and software rights related to the Anaplan Service include only those rights customarily provided to the public as defined in this Agreement. This customary access right and license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Anaplan to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights, must be included in any applicable contract or agreement.

12.8 Waiver. The failure of a party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless in writing. No modification hereof will be effective unless in writing and signed by both parties.

12.9 Severability. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such 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, Client agrees that Section 10 (“Limitation of Liability”) will remain in effect notwithstanding the unenforceability of any provision in Section 8 (“Representations and Warranties”).

12.10 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 regarding its subject matter. In the event of a conflict between the terms of this Agreement and the terms of any Statement of Work, any Order Schedule, or other exhibit hereto, such conflict will be resolved in the following order: (a) any Order Schedule; (b) this Agreement, exclusive of any exhibits; and (c) any Statement of Work. Any preprinted terms on any Client ordering documents or terms referenced or linked therein will have no effect on the terms of this Agreement and are hereby rejected, including where such 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 in connection with the execution of this Agreement, and further agree that electronic signatures to this Agreement shall be legally binding with the same force and effect as manually executed signatures.

Exhibit A
Anaplan Availability and Support SLA

This Service Level Agreement (“SLA”) describes Anaplan’s availability and support service level policies for use of the Anaplan Service under the terms of an Agreement. The SLA is effective between Anaplan and the Client that has executed an Agreement that explicitly references this SLA while such Agreement remains in effect between the parties. Capitalized terms in this SLA shall have the meaning assigned to them in the Agreement unless otherwise defined herein.

Service Availability. Anaplan will use commercially reasonable efforts to maintain a Service Availability Percentage at or above 99.5% for a given calendar month. Service Availability means the ability to login to the Anaplan Service (production site) via the “launchpad” login page and, once logged in, the ability to launch a model, input data, perform calculations, and import/export data via Anaplan’s documented APIs (taking into account potential service interruptions or degradation arising from import, export and processing of large data sets, simultaneous requests on the same data sets by different users, and complex calculations).

The Service Availability Percentage is calculated monthly as follows:

$$\text{Service Availability Percentage} = (\text{Actual Service Availability} / \text{Planned Service Availability}) * 100$$

Actual Service Availability means total minutes of Planned Service Availability in a calendar month minus minutes of unavailability for any reason other than Permitted Outages.

Planned Service Availability means total minutes in a calendar month minus minutes of Scheduled Maintenance.

Permitted Outages means unavailability due to: (1) scheduled maintenance during maintenance hours (not to exceed four hours per week, beginning at 1 p.m. Pacific Standard/Daylight Time on Saturdays, or at another time with at least seven (7) days prior notice from Anaplan) (“Scheduled Maintenance”); (2) emergency maintenance due to factors outside of Anaplan’s control that could not have been reasonably anticipated by Anaplan and that reasonably require prompt action to protect the integrity and/or security of Client Data, Confidential Information or the Anaplan Service; and (3) due to a general failure of Internet connectivity outside of Anaplan’s reasonable control.

Support. Subject to Client’s compliance with the terms and conditions of the Agreement, Anaplan will respond to support requests as provided in this SLA and the Agreement, and use commercially reasonable efforts to promptly resolve each request. Client may submit support cases to Anaplan through the following channels:

- E-mail
 - support@anaplan.com
- Live Chat
 - Available from www.anaplan.com or directly from the Anaplan Service under the ‘Help’ menu.
- Telephone (English only. Anaplan may respond to requests in other languages on an as available basis.)
 - Americas: +1 415 742 8199
 - EMEA: +44 (0) 1628 870 000
- Asia Pacific: +65 68010477

Anaplan recommends telephone reporting for the quickest response, particularly on Severity 1 issues.

Authorized User self-help support is also available at community.anaplan.com where detailed Anaplan Service information may be found.

Client may view outstanding tickets and issues that are being worked on by Anaplan support personnel, along with each ticket’s history, by accessing an Authorized User’s individual profiles from within the Anaplan Service.

Severity Level Determination: Client shall reasonably recommend to Anaplan an appropriate Severity Level designation based on the definitions below. Anaplan’s initial response time will be based on Client’s reported Severity Level. Thereafter, Anaplan may validate Client’s Severity Level designation and will notify Client of a change in the Severity Level designation with justification for



the change. The parties may escalate conflicts in Severity Level designation for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with Anaplan's Severity Level designation.

Severity Level Definitions & Target Response Times: Anaplan will use commercially reasonable efforts to adhere to the following response times for the first contact initiated by an Anaplan support representative.

Severity Level	Description	Response Time
1	Fatal. Critical error preventing any useful work from being done. Includes issues affecting all users and a complete loss of system availability where no workaround is available.	2 hours
2	Severe Impact. Persistent error affecting many users that prevents major functions from being performed or that severely degrades performance, with no reasonable workaround available.	4 hours
3	Degraded Impact. Error affecting some, but not all users, disabling only certain non-essential functions. Workaround available for short term, but not suitable for long term	16 hours
4	Minimal Impact. Routine technical issues, errors affecting a small number of users, and other issues with no immediate impact on day-to-day operations, or where a reasonable workaround is available.	24 hours

Scope. Anaplan will provide technical assistance in support of the Anaplan Service in accordance with the Agreement and as described in this Exhibit. Model-building questions or requests for assistance in designing or building Anaplan models or parts of models or formula help may require an appointment with an Anaplan Customer Success representative, which may be subject to an additional fee. Anaplan is not responsible for configuring or diagnosing problems in any other part of the Client's technical infrastructure.

Responsibilities. Anaplan's ability to provide support depends on Client's compliance with the Agreement, participation of knowledgeable Client representatives that provide accurate and detailed information sufficient for Anaplan to reproduce the reported error, and Client's response to Anaplan communications in a timely manner. Anaplan is not obligated to provide support for issues related to network unavailability due to reasons beyond Anaplan's control including emergency updates to address security, privacy, legal, regulatory, or third party hardware or software issues not reasonably foreseeable by Anaplan or within Anaplan's direct control.

Anaplan reserves the right to update support policies from time to time, provided that no such update will materially and adversely diminish Client's rights to support services as provided herein.

Exhibit B
Data Security Exhibit

This Exhibit describes the principles and architecture of, the security and privacy related audits and certifications received for, and the administrative, technical and physical controls applicable to the Anaplan Service. The Exhibit is effective between Anaplan and the entity that has executed an Agreement that explicitly reference this Exhibit while such Agreement remains in effect between the parties. Capitalized terms in this Exhibit shall have the meaning assigned to them in the Agreement unless otherwise defined herein.

1. **Principles.** Anaplan emphasizes the following principles in the design and implementation of its security program and practices.
 - 1.1 **Confidentiality** – Prevention of disclosure of information to unauthorized individuals or systems.
 - 1.2 **Integrity** – Maintaining the accuracy and consistency of data over its life cycle.
 - 1.3 **Availability** – Maximizing availability of information.
2. **Security Program.** Anaplan shall maintain an effective security program, consisting of industry best practices, which includes having:
 - 2.1 A formal risk management and treatment program that includes vendor risk;
 - 2.2 Conducting periodic risk assessments of all systems and networks that process Client Data, on at least an annual basis;
 - 2.3 Periodic review of security incidents and subsequent remediation; and
 - 2.4 A written security policy that explicitly addresses and provides guidance to its personnel in furtherance of the confidentiality, integrity and availability of Client Data and Anaplan’s systems. The policies are endorsed by Anaplan’s senior management and state ramifications for noncompliance.
 - 2.5 Anaplan shall have resources (i.e. identified individual(s)) to foster and focus on information security efforts.
3. **Architecture.**
 - 3.1 **Data Centers.** Anaplan wholly owns, manages, maintains and controls access to the systems used to provide the Anaplan Service as hosted out of data center facilities in Virginia and Oregon, US, and Netherlands and Ireland, EU. Each facility is fully protected 24x7x365 by fences, walls, mantraps, security guards and video cameras. All activity is logged, recorded and stored for no less than 90 days. Entry to each facility requires prior authorization and verification of government-issued identification and biometric confirmation. Each facility has an annual audit by industry leading firms for ISO27001 and Service Organization Control compliance.
 - 3.2 **Redundant Infrastructure.** Anaplan infrastructure utilizes a redundant “active/passive” design to enable full operational failover.
 - 3.3 **Environmental Controls.** Each facility includes controls regarding utilities such as power, air quality, temperature, humidity, lighting, fire suppression, and other environmental factors.
 - 3.4 **Security Infrastructure.** Each facility is protected by a “defense-in-depth” security architecture consisting of firewalls, IDS (Intrusion Detection Systems), anti-virus/anti-malware protection, monitoring capabilities, and DDoS protection monitoring and mitigation.
 - 3.5 **Network Infrastructure.** The internal network infrastructure is securely segmented using firewalls, Virtual Networks (VLANS) and Access Control Lists (ACLs) which limits the access and communication between systems and environments. Systems and individuals are not permitted to reach other systems without proper authorization.
 - 3.6 **Server Infrastructure.** Every server is hardened and imaged to contain only the necessary services to operate. All hosts are subject to a regular patching and maintenance routine and are periodically scanned for vulnerabilities and security threats using industry-leading technology. All servers are controlled and managed by an automation system to ensure consistent configuration across the environment.

4. Audits and Certifications

4.1 Service Organization Control (SOC) reports:

- (a) The information security control environment applicable to Anaplan's operations undergoes an evaluation in the form of Service Organization Control (SOC) reports.
- (b) The information security control environment applicable to Anaplan's data centers undergoes an evaluation in the form of Service Organization Control (SOC1 and SOC2) reports. These data centers also undergo ISO 27001 audits.

4.2 TRUSTe Enterprise Privacy Seal: Anaplan has been awarded the TRUSTe Enterprise Privacy Seal signifying that Anaplan's Web Site Privacy Statement and associated practices related to Anaplan have been reviewed by TRUSTe for compliance with TRUSTe's program requirements, including transparency, accountability, and choice regarding the collection and use of personal data.

5. Security Controls

5.1 User Access, Controls and Policies. Anaplan supports a variety of configurable security controls including: unique user identifiers (user IDs) to ensure that activities can be attributed to the responsible individual; controls to revoke access after several consecutive failed login attempts; controls to ensure generated initial passwords must be reset on first use; controls to force a user password to expire after a period of use; controls to terminate a user session after a period of inactivity; password complexity requirements; requirement to periodically change passwords; and denial of access to new users by default subject to the client's managing of end user granting access. Further, Anaplan supports SAML 2.0 SSO (Single Sign-On), which clients can use to centrally manage user access.

5.2 Anaplan Employee Access, Controls and Policies. Anaplan has implemented the following controls for employee access to Anaplan systems: employee access to the data center can only be made using RSA two-factor authentication via secure VPN; access to any data center server is further protected by the mandatory use of SSH public key infrastructure (PKI) technology; Anaplan staff cannot see any end-user data without being granted permission by the end user-owner through the native access control system; access is based on the information security principle of 'least privilege' with access strictly limited to a select number of skilled individuals; all access is monitored and logged; employees are trained on documented information security and privacy procedures; all employees are subject to 'Employee Background Checks' prior to employment; all employees are required to sign client data confidentiality agreements; and, access is immediately revoked on termination of employment.

5.3 Third party service providers. Anaplan personnel take reasonable steps to select and retain only third-party service providers that will maintain and implement the security measures consistent with the measures stated in this Exhibit and in accordance with all applicable state, federal or international laws and/or regulations.

6. Vulnerability and Malware Management

6.1 Malware and Viruses. Anaplan systems will not introduce any virus or malware to a client's systems. Scans are performed for viruses and malware that could be included in attachments or other Client Data uploaded into Anaplan by a client.

6.2 Web Application Vulnerability Management. The Anaplan application is subjected to regular Web Application Scanning (WAS) process carried out using market leading security and compliance providers.

6.3 Third Party Penetration Testing. The Anaplan application undergoes penetration testing by a third party firm at least once per year.

7. Security Procedures, Policies and Logging. All Anaplan systems used in the provision of Anaplan, including firewalls, routers, network switches and operating systems, log information to their respective system log facility and to a centralized syslog server. All data access by client and staff is monitored and logged. All data changes by client and staff are monitored and logged. Logging will be kept for a minimum of 365 days. Logging will be kept in a secure area to prevent tampering.

8. Data Encryption. Anaplan use industry-standard encryption products to protect Client Data and communications during transmissions between a client's network and Anaplan, including management of public keys. All data in transit between client and server is encrypted using HTTPS/TLS. Data at rest is stored in a unique nonreadable binary format and subject to AES 256-bit full disk encryption.

9. Backup and Restoration. All onsite data is held on redundant disk encrypted SAN using industry standard encryption technology. Data is also streamed in near real-time to an offsite backup and disaster recovery center via TLS encryption. Backed



up data is stored using industry standard encryption technology. In the event that data needs to be restored, the onsite SAN backups would be used first.

- 10. Disaster Recovery.** Disaster recovery plans are in place and tested at least once per year. Anaplan utilizes disaster recovery facilities that are geographically remote from their primary data centers, along with the required hardware, software, and Internet connectivity. In the event production capabilities at the primary data centers were rendered unavailable, the DR hosting facilities would be enabled and brought online. As Client Data is already streamed and held at these same facilities, recovery time would be minimized.
- 11. System Maintenance.** Maintenance is carried out during scheduled maintenance hours as provided in the Anaplan Availability and Support SLA. Maintenance is most commonly used for new version releases, typically every 4-6 weeks, but may be performed for other updates or on a different frequency.
- 12. Change Management.** Fully documented change management procedures for all tiers of the service covering application, operating system, server and network layers. All configuration changes are tracked and managed through a written ticketing system and require approval from Anaplan's Change Review Board.
- 13. Incident Management.** Anaplan maintains incident management policies and procedure describing the roles and responsibilities of the Support, TechOps, Security and Engineering teams and other functional groups. Escalations between the teams are determined based on the nature of issue (infrastructure, security, application or client model), duration of issue, and/or scope of issue. A root cause analysis is performed after an issue is resolved.

Anaplan reserves the right to update this Exhibit from time to time, provided that no such update will materially and adversely diminish the overall security of the Anaplan Service during the Subscription Term.

Exhibit C
Professional Services Exhibit

This Exhibit (the “Professional Services Exhibit”) contains terms and conditions that apply to Anaplan’s provision of Professional Services to Client under the Agreement. The terms of this Professional Services Exhibit are hereby incorporated by reference into the Agreement and applicable to the Professional Services described in a Statement of Work executed by the parties. Capitalized terms in this Professional Services Exhibit shall have the meaning assigned to them in the Agreement unless otherwise defined herein.

1. **Professional Services.** Anaplan (directly, through an Affiliate and/or subcontractors) may perform implementation, training, consultation or other Professional Services as described in a Statement of Work. Anaplan will provide such resources and utilize such Anaplan employees and/or consultants, as Anaplan deems necessary to perform the Professional Services. Anaplan will use commercially reasonable efforts to meet the schedules set forth in the Statement of Work, and Client agrees to cooperate in good faith to allow Anaplan to achieve completion of such Professional Services in a timely manner, including by providing Client Data and assistance as required in a Statement of Work or otherwise reasonably requested by Anaplan. If achievement of any particular milestone is dependent on performance of tasks by Client or by a third party outside of Anaplan’s control, the projected dates for accomplishing such milestones will be reasonably adjusted to reflect any changes or delays in such tasks.
2. **Payment of Professional Services Fees.** Client will pay all fees and charges to Client’s account pursuant to the Statement of Work as invoiced by Anaplan (or by an Affiliate of Anaplan as indicated in a Statement of Work or invoice). Unless otherwise set forth in a Statement of Work, amounts are invoiced monthly in arrears on a time and materials basis as Professional Services are performed and expenses are incurred. Invoiced amounts are due and payable within thirty (30) days following the date of the invoice unless otherwise provided in the Statement of Work. Except as otherwise specified in a Statement of Work or the Agreement, fees are quoted and payable in United States dollars, payment obligations are non-cancelable and fees paid are non-refundable.
3. **Effect of Nonpayment.** Anaplan may suspend performance of Professional Services if Client fails to pay Professional Services fees when due. Suspension will not relieve Client’s obligation to pay amounts due for Professional Services performed. 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.
4. **Term & Termination** Upon the expiration or early termination of the Agreement or a Statement of Work by Anaplan for Client’s uncured material breach pursuant to Section 7.1 (“Term; Termination”) of the Agreement, any amounts (including expenses) owed to Anaplan for completed Professional Services and work in progress will be immediately due and payable. Upon early termination of the Agreement or a Statement of Work by Client for Anaplan’s uncured material breach pursuant to Section 7.1 of the Agreement, Client shall be responsible for payment of fees for Professional Services rendered prior to the date of termination. In addition, Anaplan’s obligation to provide Professional Services and Client’s right to receive the Professional Services will terminate upon expiration or termination of this Agreement for any reason.
5. **Professional Services Representations and Warranties.**
 - 5.1 **Representations and Warranties.** Anaplan represents and warrants that it will perform Professional Services in a professional and workmanlike manner. Client will have thirty (30) days after completion of the Professional Services to notify Anaplan of a breach of the foregoing warranty, in which event, Anaplan’s entire liability and Client’s exclusive remedy will be, at Anaplan’s election, to either: (a) correct any nonconforming elements of the Professional Services so that they conform to such warranty; or (b) in the event that Anaplan is not able to make the nonconforming elements conforming after good faith efforts, provide a refund of the fees paid for the nonconforming elements of the Professional Services.
 - 5.2 **WARRANTY DISCLAIMERS.** EXCEPT AS WARRANTED IN SECTION 5.1, 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.

6. **Change Management.** Either party may request a change to a Statement of Work by describing the proposed change and reason for the change in writing to the other party. Upon receipt of such request, the receiving party agrees to work with the requesting party in good faith to determine the anticipated impact on the Professional Services and Statement of Work. No change will take effect until accepted by the parties as indicated in a document signed by both parties describing the material changes to the Statement of Work including, as applicable, changes to the scope, schedule, fees and/or obligations of the parties.
7. **Ownership.** Unless otherwise expressly set forth in a Statement of Work or the Agreement, Anaplan is not granting to Client any ownership interest or Intellectual Property Rights in the Anaplan Service in modifications, extensions and customizations to the Anaplan Service, or other configurations of the Anaplan Service for Client directly or indirectly resulting from the Professional Services.
8. **Limitation of Liability for Professional Services.** SUBJECT TO THE EXCEPTIONS IN SECTIONS 10.1 (A) – (C), AND THE EXCLUSIONS IN SECTION 10.2 OF THE AGREEMENT, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY UNDER A STATEMENT OF WORK EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CLIENT RELATING TO THE PROFESSIONAL SERVICES UNDER THE SUCH STATEMENT OF WORK.
9. **Independent Contractor.** The parties are independent contractors. No joint venture, partnership, employment, or agency relationship exists between Client and Anaplan as a result of this Professional Services Exhibit or performance or receipt of Professional Services.
10. **Insurance.** Anaplan will, at its own expense during the term of this Agreement, maintain insurance related to the performance of Professional Services under this Agreement including, as applicable, general commercial liability, errors and omissions, employer liability, automobile insurance, and worker's compensation insurance as required by applicable law.
11. **Non-Exclusivity.** Subject to compliance with obligations in the Agreement and this Professional Services Exhibit regarding Confidential Information and Intellectual Property Rights, nothing in the Agreement or this Professional Services Exhibit will be deemed to prevent Anaplan from performing services that are similar or identical to, or otherwise competing with the Professional Services.
12. **Subcontractors.** If Anaplan utilizes subcontractors to perform the Professional Services, Anaplan may provide information it receives under this Agreement to such subcontractors under confidentiality terms at least as protective of such information as the confidentiality terms of this Agreement. Anaplan will be responsible for the acts of such subcontractors hereunder as if it had performed the acts itself.