

EARLY ACCESS AGREEMENT

These terms (the “Early Access Agreement”) supplement the Anaplan SaaS Subscription Agreement, or other agreement governing Client’s use of the Anaplan hosted Service, (the “Client Agreement”) by and between Anaplan and your organization (as named in the Client Agreement). These terms, in addition to the Client Agreement, govern the use of the Early Access Technology, identified below, made available by Anaplan, and are effective immediately when you click accept or first access or use the Early Access Technology.

1. “Early Access Technology” means a version or feature 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. Early Access Technology is designated by Anaplan as beta, early access, pilot, trial, limited release, pre-release, non-production, evaluation or similar designations.

2. Early Access Services. Anaplan may invite Client to use Early Access Technology and Client may accept or decline the invitation in its sole discretion. Access to the Early Access Technology is for evaluation and testing purposes, not supported, not subject to availability and may be subject to additional terms. Unless otherwise agreed by Anaplan in writing, access to the Early Access Technology 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 these Early Access Agreement. Anaplan may discontinue access to the Early Access Technology 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. Representations and Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CLIENT AGREEMENT (INCLUDING ANY REPRESENTATIONS AND WARRANTIES CONTAINED THEREIN), ANAPLAN PROVIDES THE EARLY ACCESS TECHNOLOGY ON AN AS-IS BASIS, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE ANAPLAN EARLY ACCESS TECHNOLOGY, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ANAPLAN MAKES NO REPRESENTATIONS OR GUARANTEES REGARDING AVAILABILITY OR SUITABILITY OF THE ANAPLAN EARLY ACCESS TECHNOLOGY FOR ANY PARTICULAR PURPOSE. THE EARLY ACCESS TECHNOLOGY IS PROVIDED “AS IS,” EXCLUSIVE OF ANY AND ALL WARRANTIES, ARE NOT SUPPORTED, AND ARE 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.

4. LIMITATION OF LIABILITY. ANAPLAN WILL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, OR USE), ARISING OUT OF OR RELATING TO THIS EARLY ACCESS AGREEMENT, INCLUDING THE USE OR INABILITY TO USE THE ANAPLAN EARLY ACCESS TECHNOLOGY, OR USE OF THE ANAPLAN HOSTED SERVICE IN CONNECTION WITH THE ANAPLAN EARLY ACCESS TECHNOLOGY EVEN IF SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Entire Agreement. These Early Access Agreement along with the Client Agreement, as modified herein, comprises the entire agreement between Client and Anaplan and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the parties regarding the subject matter herein. In the event of a conflict between the terms of the Client Agreement and this Early Access Agreement, the Early Access Agreement takes precedence.

6. Authority. You represent and warrant that you have the authority to bind the organization identified in the first paragraph of this Early Access Agreement, and hereby agree to the above terms.