

## 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 \_\_\_\_\_ a [State/Country] [Type of Entity – Corporation/Registered Company], with its principal place of business at \_\_\_\_\_ (“Client”) (on behalf of itself and its Affiliates, for whom Client agrees it is responsible under this Agreement). This Agreement shall be effective on the date fully executed by the parties (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 “control” means ownership of more than fifty percent (50%) of the outstanding voting securities (but only as long as that person or entity meets this requirement).

**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 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](http://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 new features, functionality, enhancements, upgrades, error corrections and bug fixes to the Anaplan Service Anaplan makes generally available for no additional charge to customers.

**1.5 “Authorized User”** means a named person who is authorized to use the Anaplan Service under a valid subscription or other right granted by Anaplan to Client, and has been supplied access to the Anaplan Service via a user identification and password by Client (or by Anaplan at Client’s request).

**1.6 “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 that data obtained from such processing.

**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, 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.

**1.9 “Google Store”** means Google Cloud Platform Marketplace, Google Cloud Launcher, Google Cloud Marketplace, or other Google Cloud Platform online marketplace operated by Google.

**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 “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.

**1.12 “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 host and make the Anaplan Service available to Client during the Subscription Term(s) as described on one or more Order Schedule(s). The Anaplan Service includes the features and functionality applicable to the Anaplan Service as ordered by Client. Anaplan shall host the Anaplan Service and may update the content, functionality, and user interface of the Anaplan Service from time to time in its sole discretion. Some features and functionality may be available only with certain versions or editions of the Anaplan Service, or subject to additional fees or additional provisions. Client may request to have Anaplan change where it hosts Client's workspace from one data center to another, including a data center in the public cloud, if and when made generally available by Anaplan.

**2.2 Access and Usage Restrictions.** Client has a non-exclusive, non-sublicensable, nontransferable (except as specifically permitted in this Agreement) 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 subject to the limitations stated in the Order Schedule(s). Unless otherwise specifically permitted in this Agreement, 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 (for the sake of clarity, inputting Client Data is not considered a creation of a derivative work); (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 or use the Anaplan Service except as expressly permitted under this Agreement; and (g) access or use 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 knowingly or intentionally 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 in the Anaplan Service); 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.** Subject to the Anaplan Availability and Support SLA attached as Exhibit A, during the Subscription Term Anaplan shall maintain and support the Anaplan Service.

**2.4 Security and Integrity of Client Data.** Client acknowledges that it retains administrative control over to whom it grants access to the Client Data hosted in the Anaplan Service. Nonetheless, during the Subscription Term, Anaplan shall maintain reasonable administrative and technical safeguards designed for the physical protection, confidentiality, and integrity of Client Data at least as rigorous as the measures described in Anaplan’s Data and Security Policy, which can be found at <https://www.anaplan.com/legal/policies/security>. Anaplan will not use Client Data except to provide the Anaplan Service, or to prevent or address service or technical problems, as permitted in this Agreement or as instructed by Client.

**2.5 Data Protection.** Where Client’s use of the Anaplan Service includes the processing of personal data (as described in the Regulation (EU) 2016/679 (General Data Protection Regulation)) within the European Economic Area (EEA), Anaplan and Client shall enter into a data processing addendum found at <https://www.anaplan.com/legal/data-processing-addendum> (which includes 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) before Client’s submission of that personal data to the Anaplan Service.

**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 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 that its use of the AnaplanService is within the applicable usage limits.

**2.6 Professional Services.** Anaplan may provide, directly or indirectly, implementation, training, consultation or other professional services as described in a Statement of Work (“Professional Services”) subject to the additional terms in Exhibit B.

**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 accuracy, quality, and legality of all Client Data, and for the acts and omissions of Authorized Users in accessing and using the Anaplan Service. Client shall use reasonable measures to prevent, and shall promptly notify Anaplan of, any known or suspected unauthorized use of the Anaplan Service or Authorized User access credentials.

**4. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP.**

**4.1 Client.** Client grants Anaplan a worldwide, non-exclusive license for the limited purpose of allowing Anaplan to host, copy, process, transmit and display Client Data as reasonably necessary for Anaplan to provide the Anaplan Service as permitted in 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 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 acknowledges that the Anaplan name, the Anaplan logo, and the product and feature names associated with the Anaplan Service are trademarks of Anaplan or third parties, and no license to those marks is granted under this Agreement. 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.** Client acknowledges that Anaplan collects, logs, and aggregates usage data as part of the normal operation of the Anaplan Service (“Aggregated Data”). Anaplan may use Aggregated Data for purposes of operating Anaplan’s business, monitoring performance of the Anaplan Service, and improving the Anaplan Service as long as the Aggregated Data is anonymized and Anaplan’s use does not reveal or disclose any Client Data, Client Confidential Information, or personally identifiable information or personal data of Authorized Users.

**6. BILLING AND PAYMENT.**

**6.1 Fees; Payment.** Any Order Schedule that has been submitted by Anaplan and accepted by Client through the Google Store (each a “Marketplace Order Schedule”) shall be subject to the payment terms and subscription invoicing set forth in Client’s GCP Marketplace Terms of Service or similar agreement with Google. In the event the Anaplan Service, Professional Service(s), or both the Anaplan Service and Professional Service(s) provided by Anaplan or to be provided by Anaplan are no longer offered or invoiced by Google through the Google Store, the following terms in Section 6.1 will apply to existing Marketplace Order Schedules and all other Statements of Work and Order Schedules. 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 will be 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 AnaplanService. 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.

**6.5 Continuation of Order Schedule(s).** If (i) either or both of the Anaplan Service or Professional Services are no longer offered on the Google Store, or (ii) Google no longer invoices Client for the Anaplan Service or Professional Services, Client's payment obligations under the applicable Marketplace Order Schedule and this Agreement will continue in full force and effect, and Anaplan will invoice Client according to the terms of this Agreement. Anaplan may continue to provide access to the Anaplan Service and invoice Client, provided that Client has fulfilled and continues to fulfill its obligations under this Agreement and the Marketplace Order Schedule, including any payment obligations. In the event Google refunds Client any payments invoiced by Google, Anaplan may invoice Client for any amounts (1) for the period in which Anaplan provides access to the Anaplan Service, and (2) that have been refunded to Client by Google. Client will promptly provide notice to Anaplan if Client receives a refund from Google of any invoiced amounts under a Marketplace Order Schedule.

## **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 continue for so long as there is a valid Order Schedule authorizing Client's use of the Anaplan Service or a Statement of Work in effect. 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 this Agreement, or termination or expiration of any Order Schedule or Statement of Work, Anaplan may immediately 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 shall 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.

## 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 applicable Documentation, and Anaplan shall not materially decrease the functionality of Anaplan Service. 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 create a reproducible test case. If Anaplan, in its sole discretion, confirms noncompliance, it shall use commercially reasonable efforts to correct that noncompliance within a thirty (30) day period (which may be mutually extended by the parties). If Anaplan cannot correct the noncompliance during the 30-day cure period, Client may give Anaplan a thirty (30) day notice of intent to terminate. At the end of the notice period, if the Anaplan Service still does not comply with this warranty, Client may elect to terminate this Agreement (and any applicable Order Schedule or Statement of Work) and 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 By Client.** Client represents and warrants that it has obtained all necessary consents and permissions from data subjects for the submission and processing of personal data before submission of that personal data to the Anaplan Service.

**8.4 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 and costs incurred by Client) finally awarded 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 copyright, trademark, or trade secret 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 (from the date Anaplan is notified of the infringement claim by Client) in the then-current Subscription Term.

**9.2 By Client.** Client shall 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 (or, subject to Section 9.3, the amount of any settlement Client enters into) resulting from any Claim arising from (a) allegations that use of the Client Data infringes a valid copyright, trademark, or trade secret, privacy, or publicity rights of a third party; (b) Client's failure to obtain consents and permissions from data subjects for the submission and processing of personal data in the Anaplan Service; (c) instructions by Client or its Authorized Users for processing data other than as specifically allowed in this Agreement; (d) any royalties or payments due by you to any third parties as a result of this Agreement; (e) any actual or alleged violation of law, gross negligence, willful misconduct, or fraud by you or third parties performing services or acting on your behalf; (f) any actual or alleged breach of your representations, warranties or covenants set forth in this Agreement; (g) any claim or demand for payment of any Taxes imposed in connection with any Transaction, and for any fines, penalties, or similar charges imposed as a result of your failure to collect, remit or report any Taxes in connection with any transaction; and (h) in the case of Professional Service, any claims by your employees, agents, consultants, subcontractors or other third parties performing services on your behalf relating to workers compensation or other benefits.

**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 resulting from 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 settle any claim that includes a financial or specific performance obligation on, or admission of liability by, the party against whom the claim is brought without that party's prior written consent. Neither party may admit liability for or consent to any judgment or concede or settle or compromise any Claim unless that admission or concession or settlement or compromise includes a full and unconditional release of the other party from all liabilities in respect of the 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 ITS DATA PROTECTION OR CONFIDENTIALITY OBLIGATIONS IN SECTIONS 2.4 ("SECURITY AND INTEGRITY OF CLIENT DATA"), 2.5 ("DATA PROTECTION"), AND 11 ("CONFIDENTIALITY AND SENSITIVE DATA") (FOR WHICH, TOGETHER, THE AGGREGATE LIABILITY LIMITATION OF A PARTY TO THE OTHER PARTY INCLUDING ITS AFFILIATES IS TWO MILLION DOLLARS (\$2,000,000) IN THE AGGREGATE); OR (C) EITHER PARTY'S OBLIGATIONS UNDER SECTION 9 ("INDEMNIFICATION") (FOR WHICH THE AGGREGATE LIABILITY LIMITATION OF A PARTY TO THE OTHER PARTY INCLUDING ITS AFFILIATES IS TWO MILLION DOLLARS (\$2,000,000) IN THE AGGREGATE), IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY AND 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 THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF THE DAMAGES.

**10.3 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.

**10.4 Limitation of Liability Restrictions.** Notwithstanding the foregoing, nothing in this Section 10 shall exclude or



limit the liability of either party or its Affiliates for death or bodily injury caused by the negligence of that party or that party's Affiliates arising out of the performance of Professional Services under this Agreement, or for any other liability to the extent that liability may not be limited as a matter of applicable law.

**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 may use Discloser's Confidential Information solely to perform Recipient's obligations or exercise its rights under this Agreement. 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, 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.** Client agrees that it shall not submit into the Anaplan Service the following types of information except with Anaplan's prior written approval: government-issued identification numbers, consumer financial account information, credit and payment card information, credit reports, personal health information, or information deemed "sensitive" under applicable law (such as racial or ethnic origin, political opinions, or religious or philosophical beliefs).

**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 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 72 hours after mailing or upon confirmed delivery or confirmed receipt. Client shall 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 under this Agreement, 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 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. 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 that other party may terminate this Agreement upon written notice.

**12.3 Governing Law; Venue.** This Agreement will be governed by the Applicable Law (without application of the conflicts of law provisions of any jurisdiction), and claims arising out of this Agreement or the provision or use of the Anaplan Service 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
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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 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 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, under 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 those rights, and a mutually acceptable written addendum specifically conveying those rights, must be included in any applicable contract or agreement.

**12.8 Waiver; Modification.** The failure of a party to enforce any right or provision in this Agreement will not constitute a waiver of that right or provision unless the waiver is in writing signed by the waiving party. 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, 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").

**12.10 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 for services governed by the terms of this Agreement. 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: (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. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of that section. Reference to words like (a) "includes" and "including" is inclusive and means "includes (or including), but not limited to"; and (b) "arising" (or which "arise" or "arises") "out of this Agreement" means matters which occur under this Agreement or relate to the provision or use of Anaplan Services that directly flow from a party's performance of or failure to perform its obligations under this Agreement. Any preprinted terms on any Client ordering documents 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.

[Signature blocks appear on the next page.]



IN WITNESS WHEREOF, the parties identified in the first paragraph of this Agreement have caused this Agreement to be executed by their respective authorized representatives, as of the Effective Date.

\_\_\_\_\_ (“CLIENT”)

**ANAPLAN**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**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 during the Subscription Term of an Order Schedule between Anaplan and the Client that has executed an Agreement that explicitly references this SLA. Capitalized terms in this SLA shall have the meaning assigned to them in the Agreement unless otherwise defined in this Exhibit.

**Service Availability.** During the Subscription Term, Anaplan shall maintain a Service Availability Percentage at or above 99.5% for a given calendar month (“Uptime Target”). 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, complex calculations, or other use of features performing in a manner consistent with the Documentation). Client’s sole and exclusive remedy for Anaplan’s failure to meet the Uptime Target in a month (each an “Availability Failure”) is as follows: (a) for the second month of an Availability Failure in a rolling six (6) month period, Client will be eligible for a credit of five percent (5%) of Client’s monthly user and workspace fees for the applicable month (calculated based on the monthly prorated amount for the then-applicable annual term); and (b) for the third or more months of an Availability Failure in a rolling six month period, Client will be eligible for a credit of ten percent (10%) of Client’s monthly user and workspace fees for the applicable month (calculated based on the monthly prorated amount for the then-applicable annual term). Client may claim a credit by providing notice of the Availability Failure to Anaplan and requesting the credit in writing within fourteen (14) days after the Availability Failure occurs. Anaplan shall apply credited amounts only to future subscription fees due, if any, under the applicable Order Schedule upon Anaplan’s verification of the Availability Failure and Client’s eligibility for a credit. Anaplan shall provide Client with a root cause analysis for each verified Availability Failure and a description of measures taken or to be taken in response.

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 Permitted Outages.

**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 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.

Information on scheduled product updates and releases is available on the Anaplan Community at <https://community.anaplan.com/>. Platform Status is available at <https://status.anaplan.com/>. It is suggested that all Client users and administrators subscribe to both the Status page and Community for real-time information and updates.

**Support.** Subject to Client’s compliance with the terms of the Agreement, Anaplan shall respond to support requests 24x7x365 globally, as provided in this SLA and the Agreement, and shall use commercially reasonable efforts to promptly resolve each request. Client may submit support cases to Anaplan through the following channels:

- Through the Case Portal within the Support section of the Anaplan Community, where available
- E-mail
  - [support@anaplan.com](mailto:support@anaplan.com)
- Live Chat
  - Available within the Anaplan Community
  - Available from [www.anaplan.com](http://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.)
  - UK: +44 (20) 37449660
  - France: +33 (800) 904423



- US: (612) 928-6500
- US Toll Free: (855) 928-6500
- Singapore +65 31589954
- ANZ: +63 (1800) 13220112

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](http://community.anaplan.com) where detailed Anaplan Service information may be found.

Client may view outstanding cases and issues that are being worked on by Anaplan support personnel, along with each case's history, by accessing an Authorized User's Community login under Case Portal section of Support where available.

**Severity Level Determination:** Client shall reasonably recommend to Anaplan an appropriate Severity Level designation based on the definitions in the next paragraph and included table. Anaplan's initial response time shall be based on Client's reported Severity Level. Anaplan may validate Client's Severity Level designation and shall 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 based on Anaplan's Severity Level designation.

**Severity Level Definitions & Target Response Times:** Anaplan shall 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	<b>Fatal.</b> 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	<b>Severe Impact.</b> 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	<b>Degraded Impact.</b> 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	<b>Minimal Impact.</b> 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 shall provide technical assistance in support of the Anaplan Service as described in the Agreement and 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, but only to the extent that the update does not materially and adversely diminish Client's rights to support services as provided in this Exhibit.

**Exhibit B**  
**Professional Services Exhibit**

This Exhibit (the “Professional Services Exhibit”) contains terms 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 in this Exhibit.

- 1. Professional Services.** Anaplan may provide, directly or indirectly, implementation, training, consultation or other Professional Services as described in a Statement of Work. Anaplan shall provide or arrange for resources as Anaplan deems necessary to perform the Professional Services. Anaplan shall use commercially reasonable efforts to meet the schedules stated in the Statement of Work, and Client agrees to cooperate in good faith to allow Anaplan to achieve completion of the 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 those milestones will be reasonably adjusted to reflect any changes or delays in those tasks. Subject to applicable local law and custom, Anaplan requires the background screening for all its personnel before their employment at Anaplan, typically including: (a) social security number verification; (b) criminal history including up to seven (7) years for felonies and misdemeanors; (c) employment verification for last three (3) employers; and (d) education verification of the highest degree listed by that personnel. While performing services on Client’s premises, Anaplan’s professional services resources shall comply with reasonable workplace standards and policies communicated to them which are also applicable to Client’s employees for the protection of Client’s facilities, equipment, and personnel.
- 2. Payment of Professional Services Fees.** Client shall pay all fees and charges to Client’s account under the Statement of Work as invoiced by Anaplan (or by an Affiliate of Anaplan as indicated in a Statement of Work or invoice) under the terms of Section 6 (Billing and Payment) of the Agreement. Unless otherwise stated 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.
- 3. Term & Termination** Upon the expiration or early termination of the Agreement or a Statement of Work by Anaplan for Client’s uncured material breach under 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 under Section 7.1 of the Agreement, Client shall be responsible for payment of fees for Professional Services rendered before 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.
- 4. Professional Services Representations and Warranties.**

  - 4.1 Representations and Warranties.** Anaplan represents and warrants that it shall perform Professional Services in a professional and workmanlike manner. Client shall have thirty (30) days after completion of the Professional Services to notify Anaplan of the specific way(s) in which Anaplan has failed to conform to the foregoing warranty. If Anaplan, in its sole discretion, confirms the non-conformity, Anaplan’s entire liability and Client’s exclusive remedy will be, at Anaplan’s election, either to: (a) correct any nonconforming elements of the Professional Services so that they conform to the warranty; or (b) if 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.
  - 4.2 WARRANTY DISCLAIMERS.** EXCEPT AS WARRANTED IN SECTION 4.1, 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.
- 5. 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 a 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, which might include changes to the scope, schedule, fees and obligations of the parties.

6. **Ownership.** Unless otherwise expressly stated in a Statement of Work or the Agreement, Anaplan is not granting to Client, directly or indirectly from the Professional Services or otherwise, any ownership interest or Intellectual Property Rights in (a) the Anaplan Service; (b) modifications, extensions and customizations to the Anaplan Service, (c) other configurations of the Anaplan Service for Client, or d) any deliverables under the Statement of Work.
7. **Limitation of Liability for Professional Services.** SUBJECT TO THE EXCEPTIONS AND EXCLUSIONS IN THE AGREEMENT'S LIMITATION OF LIABILITY, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY UNDER A STATEMENT OF WORK EXCEED THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CLIENT RELATING TO THE PROFESSIONAL SERVICES UNDER THE STATEMENT OF WORK.
8. **Insurance.** Anaplan shall, 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.
9. **Non-Exclusivity.** Subject to compliance with obligations in the Agreement and this Professional Services Exhibit on 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.
10. **Publicity/Press Releases:**
  - 10.1 **Name & Logo:** Anaplan may use Client's name and logo on Anaplan's website, social media channels, and marketing collateral subject to compliance with branding guidelines provided by Client.
  - 10.2 **Media Announcements:** Upon execution, Anaplan may make one press announcement about Client's selection of Anaplan, subject to Client's prior approval. No financial or contract details will be included. All costs related to this announcement will be covered by Anaplan.
  - 10.3 **Case Study:** Client will work with Anaplan to create a case study describing how Anaplan has benefited its operations. Anaplan will pay all costs associated with creation and distribution of the case study. Distribution of the case study and an accompanying media announcement is subject to Client's prior approval.
  - 10.4 **Reference Calls:** Subject to Client's availability, Client will participate in reference calls as reasonably requested by Anaplan in advance,
11. **Subcontractors.** If Anaplan utilizes subcontractors to perform the Professional Services, Anaplan may provide information it receives under this Agreement to those subcontractors under confidentiality terms at least as protective of that information as the confidentiality terms of this Agreement. Anaplan is responsible for the acts of the subcontractors it utilizes as if it had performed the acts itself.
12. **Named Resources.** Should a Statement of Work name an Anaplan resource by name, then Anaplan shall use commercially reasonable efforts to keep that resource involved for the duration of the Professional Services, provided however that the resource shall not be dedicated full-time to the Professional Services, and provided further that should Anaplan need to change that resource, Anaplan will coordinate with Client to minimize impact. Client may also request replacement of an Anaplan resource; provided, however, replacement is subject to availability of alternative resources from Anaplan, and Anaplan is not responsible for reasonable delays resulting from the replacement.