



ANAPLAN SAAS SUBSCRIPTION AGREEMENT

THIS ANAPLAN SAAS SUBSCRIPTION AGREEMENT is entered into by and between 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. ("Anaplan") and SKY UK LIMITED a Company, with its principal place of business at Grant Way, Isleworth, Middlesex, TW7 5QD ("Client") (on behalf of itself and its Affiliates, for whom Client will be responsible hereunder). 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 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 attached or referenced exhibits or schedules, and amendments hereto, as well as any SOW and Order Schedule agreed to by the parties, each of which are incorporated herein by this reference.

1.3 **"Anaplan Technology"** means Anaplan's proprietary software and other technology provided via the Service and any enhancements, modifications, and derivative works to any of the foregoing.

1.4 **"Application"** or **"App"** means a pre-configured set of formulas, data hierarchies, actions, dashboards and/or other elements provided by Anaplan or a third party that is specifically designed to be loaded into and interoperate with the Service for the purpose of 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 authored by or on behalf of Anaplan and distributed by Anaplan, directly or indirectly, as an Application of Anaplan is an **"Anaplan Application."** Other Applications are **"Third Party Applications."**

1.5 **"Beta Services"** means a version of the Anaplan Technology that Anaplan has not made generally available to clients for production use that is designated as beta, pilot, trial, limited release, pre-release, non-production, evaluation or similar designation.

1.6 **"Client Data"** means any Client-specific data provided or submitted by Client or Users to or through the Service for processing.

1.7 **"Client Materials"** means Client Data and other materials (which may include logos, trademarks, trade names, service marks) provided to Anaplan or transmitted to or through the Service, collectively.

1.8 **"Documentation"** means the manuals and online help materials Anaplan provides for use in connection with the Service.

1.9 **"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.

1.10 **"Law"** means any of the following: (a) any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time; (b) the common law and the law of equity; (c) any binding court order, judgment or decree; (d) any applicable industry code, policy or standard enforceable by law; and (e) any applicable legally binding direction, policy, requirement, code, principle, rule or order that is given by a regulator.



1.11 "Order Schedule" means a document entered into by and between Anaplan and Client (including Client's Affiliates that enter into the Order Schedule) that references this Agreement and details the Service(s) to be provided by Anaplan, the fees associated therewith, and any other transaction-specific terms and conditions.

1.12 "Service(s)" means Anaplan's hosted service (accessible by Users via supported web browsers through the login page at www.anaplan.com), which may include ancillary Anaplan-proprietary products, Anaplan Applications and/or professional services provided to Client by Anaplan, as specified in an Order Schedule or SOW. The Services exclude Third Party Applications.

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

1.14 "Statement(s) of Work" or "SOW" means the document entered into by and between Anaplan and Client that references this Agreement and describes the activities and deliverables for implementation and other services related to the Service subscription(s), which may include the number and type of other professional services contracted for, the applicable fees, the billing period, and other related terms and conditions. Upon execution by the parties of the SOW or an Order Schedule governing the applicable SOW, such SOW will be incorporated into this Agreement by reference. The SOW for initial implementation of the Service may also be referred to as a "Customer Success Package" or "CSP."

1.15 "User" means Client's employees, representatives, consultants, contractors, or agents who are authorized to use the Service and have been supplied user identifications and passwords by Client (or by Anaplan at Client's request).

2. PROVISION OF SERVICE AND ANAPLAN TECHNOLOGY.

2.1 Provision of Service; Access Right. In consideration of Client's payment of the applicable fees, during the applicable Service Term, Anaplan will provide Client with the Service described on one or more Order Schedule(s) on a subscription basis. The Service includes the standard features and functionality applicable to the Service as ordered by Client and described in the Order Schedule and Documentation, and any new features that augment or enhance such Service during the Service Term. Anaplan will not materially decrease the functionality of the Service during a Service Term. Anaplan will host the Service and may update the content, functionality, and user interface of the Service from time to time. Client has a non-exclusive, non-sublicenseable, nontransferable right to access and use the Service and display the Anaplan Technology during the applicable Service Term, solely for Client's internal business purposes relating to the processing of Client Data subject to the limitations (including use case limitations, if any) set forth in the Order Schedule(s). Anaplan reserves all rights not expressly granted hereunder.

2.2 Access and Usage Restrictions. Client will not (a) sublicense, sell, transfer, assign, distribute or otherwise commercially exploit the Service or Anaplan Technology; (b) modify or create derivative works based on the Service or Anaplan Technology; (c) grant access or create links to the Service, or frame or mirror any content provided in connection therewith in a manner that allows anyone to access or use the Service without a User subscription; (d) reverse engineer or access the Service or Anaplan Technology (except to the extent permitted by law); (e) copy any features, functions or graphics of the Service or Anaplan Technology; (f) allow User subscriptions to be shared or used by more than one individual User (except that User subscriptions may be reassigned to new Users replacing individuals who no longer use the Service for any purpose, whether by termination of employment or other change in job status or function); (g) use the Service to: (i) send unsolicited or unlawful messages; (ii) send or store infringing, obscene, threatening, harmful, libelous, or otherwise unlawful material, including material harmful to children or violative of privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, or agents; (iv) interfere with or disrupt the integrity or performance of the Service (or the data contained therein); or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

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

2.4 Security/Data Integrity. During the Service 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 safeguards Anaplan employs to protect its own data, and in accordance with the data security description attached hereto as Exhibit B. If Anaplan detects or becomes aware of any breaches of security or unauthorized access affecting Client Data, Anaplan will promptly report such security breach or unauthorized access to Client. Anaplan will use diligent efforts to perform a root cause assessment



and remedy such breach of security or unauthorized access in a timely manner. Anaplan will perform redundant, near real-time backups of all Client Data over multiple locations.

2.5 Usage Limits. Use of the Service is subject to the usage limits identified in an Order Schedule, such as limits on the number of Users, processing capacity and use cases for the applicable Service. Client agrees not to exceed any such limit, and if Client does exceed a limit, Anaplan reserves the right to charge and Client agrees to pay for such additional access, at the applicable fees as set forth in the Order Schedule. Anaplan may periodically verify the quantities of Users and capacity associated with Client's use of the Service, 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 utilizing subcontractors) may perform implementation, training, consultation or other professional services as described in an SOW or Order Schedule. Anaplan will provide such resources and utilize such Anaplan employees and/or consultants, as Anaplan deems necessary to perform the services. If Anaplan utilizes subcontractors, Anaplan will be responsible for the acts of such subcontractors hereunder as if it had performed the acts itself. Client agrees to provide Anaplan with any required Client Materials needed for Anaplan to perform the professional services, and hereby grants Anaplan a royalty-free, non-exclusive, worldwide license to use such materials during the Service Term for the sole purpose of enabling Anaplan to perform the professional services described herein. Anaplan will use commercially reasonable efforts to meet the schedules set forth in the SOW, and Client agrees to cooperate in good faith to allow Anaplan to achieve completion of such professional services in a timely and professional manner. If achievement of any particular milestone is dependent upon performance of tasks by Client or by a third party outside of Anaplan's control, the projected dates for accomplishing such milestones will be adjusted to reflect any changes or delays in such tasks. Unless otherwise expressly set forth in this Agreement, Anaplan is not providing to Client any Anaplan Technology pursuant to this Section 2.6; such Anaplan Technology (and the associated Service) is being provided, if at all, pursuant to the terms of Section 2.1 ("Provision of Service; Access Right") and subject to the restrictions set forth in Section 2.2 ("Access and Usage Restrictions"). Anaplan will maintain, at its own expense during the term of this Agreement, insurance appropriate 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. If required to do so in an applicable SOW, Client will maintain insurance appropriate to the performance of its obligations, other than payment obligations, required by the SOW.

2.7 Applications. Unless otherwise provided in an Order Schedule or SOW, Client is solely responsible for the loading, implementing, modifying and testing of Applications (including updates and new versions). Client's access and use of Applications obtained from the Anaplan App Hub is governed by the "Terms & Conditions" at the weblink identified at the time of clicking to authorize the loading of the Application. The terms governing Client's acquisition and use of Third Party Applications are solely between Client and the third party provider. Client grants Anaplan permission to allow the downloaded Third Party Application to access Client Data (which may include access by the third party provider and transmission of data outside the Service) in connection with the interoperation of that Third Party Application with the Service.

2.8 Beta Services. Anaplan may invite Client to use Beta Services at no charge. Client may accept or decline the invitation in its sole discretion. Beta Services are for evaluation and testing purposes, not for production use, not considered "Services" under this Agreement, not supported, not subject to availability or security obligations and may be subject to additional terms. Unless otherwise agreed by Anaplan in writing, the Beta Services trial period will expire upon the earlier of six (6) months from the date Anaplan makes the Beta Services available to Client or the date Anaplan, in its discretion, makes a version of the Beta Services generally available. Anaplan may discontinue Beta 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 Beta Services.

3. CLIENT RESPONSIBILITIES. Client is responsible and liable for the acts and omissions of all Users in connection with this Agreement, as well as any and all access to and use of the Service by any User or any other person logging in under a User ID registered under Client's account or providing and/or receiving Client Data or other information through the Service. Client will: (a) notify Anaplan immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (b) report to Anaplan immediately and use reasonable efforts to stop immediately any copying or distribution of Anaplan Technology that is known or suspected by Client or Client's Users; and (c) not impersonate another Anaplan user or provide false identity information to gain access to or use the Service.

4. INTELLECTUAL PROPERTY OWNERSHIP.



4.1 By Client. As between Anaplan and Client, Client owns and will continue to own all right, title and interest, including all related Intellectual Property Rights, in and to the Client Materials. Anaplan acknowledges that the Client name and the Client logo are trademarks of Client or third parties, and no license to such marks is granted herein and the Client name and Client logo will only be used strictly in compliance with instructions received from Client from time to time.

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 Service, Anaplan Applications and the Anaplan Technology. Client acknowledges that the Anaplan name, the Anaplan logo, and the product names associated with the 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 use or incorporate into the Service any suggestions, recommendations or other feedback specifically relating to the Services as Client in its discretion may elect to provide.

5. USE OF AGGREGATE INFORMATION. Anaplan may collect and aggregate anonymous data about use of the Service by Client and others for purposes of operating Anaplan's business and Service improvement ("Benchmark Data"). Anaplan's use of Benchmark Data will not reveal Client's identity, or contain any Client Data or Client Confidential Information. Anaplan's collection, use, and disclosure of anonymous or aggregated information will not include personally identifiable information or Confidential Information.

6. BILLING AND PAYMENT.

6.1 Fees; Payment. Client will pay all fees and charges to Client's account pursuant to the SOW or Order Schedule as invoiced by Anaplan (or by an Affiliate of Anaplan with respect to professional services performed outside the United States). Unless otherwise set forth in an SOW or Order Schedule, amounts are due and payable within forty-five (45) days following the date of the invoice therefor. Except as otherwise specified in an Order Schedule, (a) fees are quoted and payable in Pounds Sterling (b) fees are based on the Services 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 purchased cannot be decreased during the relevant Service Term. Invoices must: (a) be submitted electronically via Ariba or such other electronic method as required by Client; and (b) include the Order Schedule reference; and (c) conform to the Order Schedule regarding price and quantity; and (d) be addressed to Sky UK Limited, Accounts Payable, Shared Service Centre, Watermark House, Livingston, EH54 7HH.

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 to free and clear of, and without reduction for, any VAT;; 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.

6.3 Effect of Nonpayment. This Agreement and Client's access to the Service may be suspended or terminated if Client's account falls into arrears. Unpaid amounts may be subject to interest at the lesser of two percent (2%) per annum above the REPO rate of the Bank of England plus all 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").

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 SOW in effect between the parties. Unless the Agreement has terminated earlier, the parties may renew for additional periods of one (1) year at fees as provided in the Order Schedule. Either party may terminate this Agreement (or any SOW or Order Schedule) (a) upon the other party's material breach, which includes non-payment by Client, that remains uncured for thirty (30) days following notice of such breach, except that in the event of a breach of Section 2.2 ("Access and Usage Restrictions") or 11 ("Confidentiality"), the cure period is five (5) days; 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, upon Client's request, grant Client access to the Service for the sole purpose of permitting Client to retrieve Client Data and will notify Client of this limited access period. Thereafter, Anaplan will be entitled to delete Client's account from Anaplan's site.

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 ("Term; Termination"), any amounts (including expenses) owed to Anaplan for completed Services and work in progress, as well as fees applicable to the duration of the terminated subscription, 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 shall be responsible for payment of fees for Services rendered prior to the date of termination, and is entitled to a prorated refund of prepaid fees applicable to the remaining period in the then-current Service Term. In addition, upon expiration or termination of this Agreement for any reason: (a) all subscriptions granted under this Agreement and Anaplan's obligation to provide the Service and Anaplan Technology, and Client's right to access the foregoing, will terminate; (b) Client Data will be available for retrieval or 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 Ownership"), 5 ("Use of Aggregate Information"), 7 ("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 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 Service is in compliance with Laws applicable to such party.

8.2 By Anaplan.

(a) Conformity with Specifications. Anaplan warrants that the applicable Service platform, when used in accordance with the instructions in the Documentation and this Agreement, will conform to the specifications for such platform expressly set forth in the Documentation during the Service Term. In the event of a breach of the foregoing warranty, Client's sole and 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) Professional Services. Anaplan warrants that professional services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. When Anaplan performs initial implementation services, Anaplan further warrants that the Service as implemented by Anaplan will conform to the specifications expressly set forth in the Anaplan SOW during the review period of thirty (30) days following completion of such implementation as described in the SOW. Client will have the applicable review period to notify Anaplan of a breach of the foregoing warranty, in which event, Anaplan's entire liability and Client's sole and exclusive remedy will be, at Anaplan's election, to either: (1) reperform, modify, or replace the Service so that it so conforms to such warranty; or (2) provide a refund of the fees paid for the affected Service and, solely as to the refunded Service, this Agreement and Client's right to access such Service will immediately terminate.

(c) Noninfringement. Anaplan represents and warrants that the Service, when used in accordance with this Agreement and the Documentation, does not and will not infringe or misappropriate any third party's Intellectual Property. Client's exclusive remedy for a breach of this noninfringement warranty is intellectual property indemnification under this Agreement.

(d) No Viruses. The Services will be free from software viruses, worms, Trojan horses or other harmful computer code, files, scripts, or agents.

8.3 By Client. Client represents and warrants that Client has the right to provide the Client Materials to Anaplan and otherwise process the Client Data through the Services in connection with this Agreement, that Client's instructions for use of Client Materials in the Service do not and will not violate the terms or conditions of this Agreement or applicable law, and that Client Materials do not and will not infringe or misappropriate any third party's copyright, trademark, trade secret, or privacy



rights. Anaplan's exclusive remedy for a breach of this noninfringement warranty is intellectual property indemnification under this Agreement.

8.4 WARRANTY DISCLAIMERS. EXCEPT AS WARRANTED IN SECTIONS 8.1 TO 8.3, ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. BETA SERVICES AND ANAPLAN APPLICATIONS ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. ANAPLAN 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 and all third party claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) to the extent arising out of or in connection with a claim alleging that the Service directly infringes or misappropriates the Intellectual Property of a third party. Anaplan will have no indemnification obligation, and Client will indemnify Anaplan pursuant to this Agreement, for claims arising from any infringement or misappropriation to the extent arising from: (a) Client's or any User's use of the Service other than as permitted under this Agreement; (b) the combination of the Service with any third party products, services, hardware, data, content, or business processes; or (c) from the unauthorized modification of the Service or any Anaplan Technology by any party other than Anaplan or Anaplan's agents. The foregoing is Anaplan's sole and 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: obtain for Client the right to continue use of the Service or to replace; modify the Service so that it is no longer infringing; or, if neither of the foregoing options is reasonably available to Anaplan, terminate the Service, in which case Anaplan's sole liability shall be to refund to Client a prorated amount of prepaid fees applicable to the remaining period in the then-current Service Term.

9.2 By Client. Client will defend, indemnify and hold Anaplan harmless from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) to the extent arising out of or in connection with a claim alleging that use of the Client Materials infringes a copyright, trademark, or trade secret, privacy, or publicity rights of a third party. Client will have no indemnification obligation, and Anaplan will indemnify Client pursuant to this Agreement, for claims arising from any infringement or misappropriation to the extent arising from Anaplan's use of the Client Materials other than as permitted under this Agreement. The foregoing is Client's sole and exclusive obligation for infringement claims..

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 (provided that the indemnifying party may not settle any claim unless the settlement unconditionally releases the indemnified party of all liability for the claim); (c) providing to the indemnifying party all available information and assistance in connection with the claim, at the indemnifying party's request and expense; and (d) not compromising or settling such claim. The indemnified party may participate in the defense of the claim, at the indemnified party's sole expense (not subject to reimbursement).

10. LIMITATION OF LIABILITY.

10.1 Liability Cap. EXCEPT FOR: (A) CLIENT'S BREACH OF ITS ACCESS AND USAGE RIGHTS AND RESPONSIBILITIES UNDER SECTIONS 2.1, 2.2, or 3; OR (B) A BREACH BY EITHER PARTY OF SECTION 11 ("CONFIDENTIALITY") OR A BREACH BY EITHER PARTY OF SECTION 11.2 ("PERSONAL DATA") OR A BREACH BY ANAPLAN OF SECTION 2.4 ("SECURITY/DATA INTEGRITY") (FOR WHICH, TOGETHER, THE AGGREGATE LIABILITY OF A PARTY LIMITATION SHALL BE TWO MILLION POUNDS (£2,000,000)); OR (C) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 ("INDEMNIFICATION") (FOR WHICH THE LIABILITY LIMITATION SHALL BE TWO MILLION POUNDS (£2,000,000) IN THE AGGREGATE), IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE GREATER OF: (i) THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CLIENT FOR THE THEN-CURRENT ANNUAL SUBSCRIPTION TERM, UNDER THE APPLICABLE ORDER SCHEDULE(S) RELATING TO THE CLAIM; OR (ii) ONE HUNDRED AND FIFTY THOUSAND POUNDS (£150,000).



10.2 Liability Exclusions. NEITHER PARTY NOR ITS LICENSORS WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES (INCLUDING LOSS OF DATA (INDIRECT LOSS CLAIMS ONLY), REVENUE, OR, PROFITS) ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING THE USE OR INABILITY TO USE THE SERVICE (WHERE SUCH DAMAGES ARE OUTSIDE OF THE REASONABLE CONTROL OF ANAPLAN), OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY OR ERROR IN THE CONTENT, EVEN IF SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY ACKNOWLEDGES THAT ITS INDEMNIFICATION OBLIGATIONS ARE A DIRECT, RATHER THAN AN INDIRECT OBLIGATION OWED TO THE OTHER PARTY AND, ACCORDINGLY, THE FOREGOING DISCLAIMER WILL NOT BE CONSTRUED TO LIMIT EITHER PARTY'S OBLIGATION TO PAY AMOUNTS TO THIRD PARTIES PURSUANT TO SUCH PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, SUBJECT TO SECTION 10.1 ("Liability Cap"). CLIENT ACKNOWLEDGES AND AGREES THAT ANAPLAN'S LICENSORS WILL HAVE NO LIABILITY UNDER THIS AGREEMENT.

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.

11.1 General. "Confidential Information" means this Agreement, the Anaplan Technology, Anaplan pricing information, Client Materials 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) it was in the public domain at the time it was communicated to the Recipient by the Discloser; (b) it entered the public domain subsequent to the time it was communicated to the Recipient by the Discloser through no fault of the Recipient; (c) it 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) it 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) it is expressly permitted to be disclosed pursuant to the terms of this Agreement. Notwithstanding the above, the Recipient shall not be in violation of this Section 11.1 with regard to 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.

11.2 Personal Data. Client acknowledges that Client has exclusive control and responsibility for determining what data Client submits to the Service and for obtaining all necessary consents and permissions for submission of Client Data and processing instructions to Anaplan. With respect to personal data Client submits to the Service, Client is considered the "data controller" and Anaplan is considered the "data processor." With respect to personal data that is transferred from the European Economic Area (EEA) to outside the EEA, either directly or via onward transfer, to any country or recipient not recognized by the European Commission as providing an adequate level of protection for personal data (as described in the EU Data Protection Directive), and not covered by a suitable framework recognized by the relevant authorities or courts as providing an adequate level of protection for personal data, Anaplan further agrees to enter into, and procure any sub-contractor enters into, and process (and procure the processing by such sub-contractor) personal data as a data processor in accordance with the unamended Standard Contractual Clauses. The "Standard Contractual Clauses" means the "Standard Contractual Clauses (processors)" adopted by the European Commission pursuant to Commission Decision C(2010)593 for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, as set out in Exhibit C to this Agreement. Anaplan agrees to process such data as a data processor in accordance with Client's instructions and in accordance with the Data Protection Act. Client agrees that it will only submit personal data to the extent necessary for proper execution of the use case identified in an Order Schedule (if specified) or Client's intended use of the Service, and will not submit sensitive information (including



government issued identification numbers, financial account information, payment card information and personal health information) to the Service except to the with Anaplan's prior written approval.

11.3 Data Processing. Notwithstanding Section 11.2 above, at all times during the Service Term, Anaplan agrees that Client Data will only be stored on, and processed by, servers located in Services data center(s) located in the European Economic Area, provided however the parties agree that, to the extent that the Client and Anaplan have executed the Standard Contractual Clause (and provided that such Standard Contractual Clauses remain in force) Anaplan may access Client Data from outside of the European Economic Area solely for purposes of providing support and/or professional services as required under and in compliance with this Agreement and provided always that Anaplan complies with the terms of Section 11.2 relating to the processing of and security of such Client Data.

12. GENERAL.

12.1 Notices. Notices will be sent by first-class mail, overnight courier, or prepaid post to the address identified in the opening paragraph of this Agreement, and will be deemed given 72 hours after mailing or upon confirmed delivery or confirmed receipt. Client's notices will be addressed to Anaplan's Chief Financial Officer or Vice President - Finance.

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 of 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 law of England and Wales, without regard to the conflicts of law provisions of any jurisdiction. Any claims arising out of or in connection with this Agreement will be subject to the exclusive jurisdiction of the courts in London, England; each party irrevocably submits to the personal jurisdiction and venue of, and agrees to service of process issued or authorized by, any such court in any such 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 Remedies. Except as provided in Sections 8 ("Representations and Warranties") and 9 ("Indemnification"), the parties' rights and remedies hereunder are cumulative. Client acknowledges that the Service and Anaplan Technology contain Anaplan's valuable trade secrets and proprietary information, that any breach of this Agreement relating thereto will constitute harm to Anaplan for which monetary damages would be inadequate, and that injunctive relief is an appropriate remedy.

12.5 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 Service.

12.6 Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, neither Anaplan nor Client shall directly or indirectly hire, employ or solicit any employee or personnel of the other party without the other party's written consent. This provision shall not restrict the right of either Anaplan or Client to solicit or recruit generally in the media or to employ individuals identified through such general recruitment or solicitations. Each party acknowledges that compliance with this paragraph is necessary for the protection of the proprietary interests of both parties.

12.7 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.

12.8 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").

12.9 Construction. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. As used in this Agreement, the word "including" means "including but not limited to."

12.10 Entire Agreement; Execution. This Agreement 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 its subject matter. In the event of a conflict between the terms of this Agreement and the terms of any SOW, 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 SOW. Any preprinted terms on any Client ordering documents will have no effect on the terms of this Agreement and are hereby rejected. 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.

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

ANAPLAN LIMITED ("ANAPLAN")

By: _____

Name: James Budge
Title: CFO
Date: 7/13/2016

DS

DS

_____("CLIENT")

By: _____

Name: DAMIAN A SCACCIA
Title: HEAD OF PLANNING ENGAGEMENT
Date: 13/7/16

DAMIAN A SCACCIA



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 hosted Service under the terms of an Anaplan SaaS Subscription Agreement and Order Schedule (together, the "Agreement"). The SLA is effective between Anaplan and the entity ("Client") that has executed an Agreement that explicitly reference 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 maintain a Service Availability Percentage at or above 99.5% for a given calendar month ("Uptime Target"). Service Availability is the ability of the Service platform (production site) to load requested web pages within a reasonable period of time after a user request (taking into account import, export and processing for large data sets and complex calculations). If Anaplan performs the initial implementation services, Service Availability is measured beginning upon completion of the initial implementation of the Service.

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 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 Service; and (3) due to a general failure of Internet connectivity outside of Anaplan's reasonable control.

Availability and Service Credits. Client's sole and exclusive remedy for Anaplan's failure to meet the Uptime Target in a month (each an "Availability Failure") shall be as follows: (a) for the second month of Availability Failure in a rolling six (6) month period, Client shall 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 Availability Failure in a rolling six month period, Client shall 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 such credit in writing within fourteen (14) days after the Availability Failure occurs. Anaplan will refund credited amounts promptly upon Anaplan's verification of the Availability Failure and Client's eligibility for a credit. Anaplan will provide Client with a root cause analysis for each verified Availability Failure and a description of measures taken or to be taken in response.

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 Platform under the 'Help' menu.
- Anaplan Gurus
 - community.anaplan.com/live-help/guru-station
- Telephone (English only)
 - Americas: +1 415 742 8199
 - EMEA: +44 1628 870 000



- Asia Pacific: +65 68010478

Issues designated as Severity 1 must be reported by telephone. Issues designated as Severities 2-4 may be reported by e-mail, or chat.

User self-help support is also available at community.anaplan.com where detailed 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 a User's individual profiles from within the Service.

Severity Level Determination: Client shall reasonably recommend to Anaplan an appropriate Severity Level designation based on the definitions below. Anaplan shall validate Client's Severity Level designation, or notify Client of a proposed 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:

Severity Level	Description	Response Time
1	Fatal Errors preventing any useful work being done.	2 hours (24x7 by telephone)
2	Severe Impact Errors that prevent major functions from being performed.	4 hours (during regional support hours)
3	Degraded Impact Errors disabling only certain non-essential functions.	16 hours (during regional support hours)
4	Minimal Impact No immediate impact on day-to-day operations.	24 hours (during regional support hours)

Standard Regional Support Hours.

Americas:	Monday – Friday 6am - 6pm PT
EMEA:	Monday – Friday 9am – 5pm GMT
Asia Pacific:	Monday – Friday 9am – 6pm SGT

Anaplan will action Severity 2-4 issues the next business day if reported outside of applicable regional support hours.

Scope. Anaplan will provide technical assistance in support of the Service in accordance with the Agreement and as described in this Exhibit. Anaplan will also assist Client with general usability and model-building questions (including questions on Anaplan Applications). 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 the Anaplan Guru Station. Client may also request assistance from an Anaplan Solutions Architect, 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 hosted 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.

- **Confidentiality** – Prevention of disclosure of information to unauthorized individuals or systems.
- **Integrity** – Maintaining the accuracy and consistency of data over its life cycle.
- **Availability** – Maximizing availability of information.

2. Architecture.

- **Data Centers.** Anaplan wholly owns, manages, maintains and controls access to the systems used to provide the Service as hosted out of data center facilities in Virginia, US and Amsterdam, EU. Each facility is fully protected 24x7x365 by 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 a process of picture identification and biometric confirmation. Each facility has an annual audit by industry leading firms for ISO27001 or SSAE 16 compliance.
- **Redundant Infrastructure.** Anaplan infrastructure utilizes a redundant “active/passive” design to enable full operational failover.
- **Environmental Controls.** Each facility includes controls regarding utilities such as power, lighting and fire suppression, and other environmental factors.
- **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 and monitoring capabilities.
- **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. Systems and individuals are not permitted to reach other systems without proper authorization.
- **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.

3. Audits and Certifications

- SSAE 16 Service Organization Control (SOC) reports: the information security control environment applicable to Anaplan's data centers undergoes an evaluation in the form of SSAE 16 Service Organization Control (SOC-1 and SOC-2) report. The EU data center is also ISO 27001 accredited.
- EU/US and Swiss/US Safe Harbor Self-Certifications: Client data submitted to Anaplan is within the scope of Anaplan's annual self-certification to the EU/US and Swiss/US Safe Harbor frameworks as administered by the U.S. Department of Commerce.
- TRUSTe Privacy Seal: Anaplan has been awarded the TRUSTe 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.
- TRUSTe Safe Harbor Seal: Anaplan has been awarded the TRUSTe EU Safe Harbor Seal and abides by the EU Safe Harbor Framework as outlined by the U.S. Department of Commerce and the European Union with respect to Anaplan.



4. Security Controls

- **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.
- **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. Vulnerability and Malware Management

- **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.
 - **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. **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.
7. **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 TLS. Data at rest within the system is stored in a unique non-readable binary format and subject to full disk encryption.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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 Service platform during the Service Term and provided that Anaplan provides advance written notice to Client of any significant update.



**Exhibit C
STANDARD CONTRACTUAL CLAUSES (PROCESSORS)**

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: The Client (the **data exporter**)

And

Name of the data importing organisation: Anaplan Limited (the **data importer**)

HAVE AGREED on the following Contractual Clauses (the **Clauses**) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the **Clauses**:

- (a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (1);
- (b) 'the data exporter' means the controller who transfers the personal data;
- (c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the **Clauses** and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the **Clauses** and the terms of the written subcontract;
- (e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the **Clauses**.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.



2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

- (1) The data importer agrees and warrants:



- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - (ii) any accidental or unauthorised access; and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.



4. The parties agree that if one party is held liable for a violation of the clauses committed by the other party, the latter will, the extent to which it is liable, indemnify the first party for any cost, charge, damages, expenses or loss it has incurred.

Indemnification is contingent upon:

- (a) the data exporter promptly notifying the data importer of a claim; and
- (b) the data importer being given the possibility to cooperate with the data exporter in the defence and settlement of the claim (1).

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

- (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
- (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely the laws of England and Wales.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses (1). Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to July 2015



exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely the law of England and Wales.

4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data-processing services

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any): (stamp of organisation)

Signature

On behalf of the data importer:

James Budge

Name (written out in full):

Position: CFO

Address:

Other information necessary in order for the contract to be binding (if any): (stamp of organisation)

DocuSigned by:

Signature

James Budge

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Appendix 1
to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

Data exporter

Data Exporter is (i) the legal entity that has subscribed to the Anaplan Services (which allow its Users to enter, amend, use, delete or otherwise process Personal Data as contemplated under the Agreement) and executed the Standard Contractual Clauses as a Data Exporter and, (ii) all Affiliates (as defined in the Agreement) of Client established within the European Economic Area (EEA) and Switzerland that have purchased Anaplan Services on the basis of one or more Order Schedule(s).

Data importer

The data importer is Anaplan Limited and its sub-processor is a provider of enterprise cloud computing planning and modelling solutions which processes personal data upon the instruction of the data exporter in accordance with the terms of the Agreement. The Anaplan Services include the hosting of the Service and the provision of technical support to Clients, its Affiliates and their respective Users as contemplated under the Agreement.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Data exporter may submit Personal Data to the Anaplan Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Prospects, Clients, business partners and vendors of data exporter (who are natural persons)
- Employees or contact persons of data exporter's prospects, Clients, business partners and vendors
- Employees, agents, advisors, freelancers of data exporter (who are natural persons)
- Data exporter's Users authorized by data exporter to use the Anaplan Services

Categories of data

The personal data transferred concern the following categories of data (please specify):

Data exporter may submit Personal Data to the Anaplan Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
- Title
- Position
- Employer
- Contact information (company, email, phone, physical business address)
- ID data
- professional life data
- personal life data
- connection data
- localisation data
- any application-specific data which Clients' Users enter into the Anaplan Service including Bank Account data, Credit or Debit Card data.



Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

Data exporter may submit special categories of data to the Anaplan Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which is for the sake of clarity Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning health or sex life.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

The objective of Processing of Personal Data by data importer is the performance of the Anaplan Services pursuant to the Agreement.

DATA EXPORTER

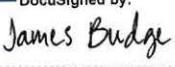
Name:

Authorised Signature

DATA IMPORTER

Name:

Authorised Signature

DocuSigned by:

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Appendix 2
to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the Services, as described in the Data Security Exhibit, attached as Exhibit B to the Agreement or otherwise made reasonably available by data importer. Data importer may change these at any time without notice by keeping a comparable or better level of security. This may mean that individual measures are replaced by new measures that serve the same purpose without materially diminishing the overall security of Services during a subscription term.

DATA EXPORTER

Name:

Authorised Signature

DATA IMPORTER

Name:

Authorised Signature

