



MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement, effective as of the date of signing "Effective Date", is by and between PLANR SOFTWARE LIMITED ("Planr") a company incorporated in the Republic of Ireland with registered number 659958, having its registered office at 70 South Mall, Cork, Ireland, and trading as Planr; and the "Customer".

Whereas Planr is to provide a subscription Service, the Customer wishes to subscribe to the Service, and the business relationship and responsibilities of the parties related to said Service are outlined in this Agreement. The parties hereby agree as follows:

1. Customer Obligations. The Service is provided solely for the Customer's, internal business purposes. The Customer may only permit Authorised Users access to the Service and is wholly responsible for all Authorised Users' use of the Service and compliance with this Agreement. The Customer shall: (i) be responsible for the accuracy, quality, and legality of all Customer Data; (ii) not attempt, at any time, to circumvent system security or access the source code or compiled code of the Software; (iii) use the Service in accordance with all applicable laws; (iv) not interfere with the Service; (v) ensure that Customer Data does not include any information or material, any part of which, or the accessing of which or use of which would be a criminal offence or otherwise unlawful; (vi) assign Authorised Support Users, the maximum of which is outlined in the Order Form(s); (vii) be liable for any acts and omissions of all Authorised Users and Authorised Support Users relating to this Agreement.

2. Fees.

2.1 Fees. The Customer will pay the fees for the Service in accordance with the Order Form(s). Except as otherwise specified in the Order Form(s), (i) fees are based on Service purchased and not actual usage, subject to the provisions of Clause 2.6, (ii) payment obligations are non-cancellable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the Term.

2.2 Invoicing & Payment. The Customer shall provide Planr with a valid purchase order and will make payment of each invoice within thirty (30) days of electronic receipt of the invoice. Except as otherwise stated in the Order Form(s), all fees are quoted and payable in the currency set out in the Order Form(s). The Customer shall provide complete and accurate billing and contact information in order to facilitate electronic receipt of invoices.

2.3 Overdue Payments. Any payment not received from the Customer by the due date (except for fees being disputed reasonably and in good faith) may, (a) accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) enforce future subscription renewals and Order Form(s) on payment terms shorter than those specified in this Agreement.

2.4 Service Suspension. If the Customer's account is more than thirty (30) days overdue (except for fees being disputed reasonably and in good faith), in addition to any other rights or remedies it may have under this Agreement or by law, Planr reserves the right to suspend the Service upon thirty (30) days written notice, until such amounts are paid in full.

2.5 Taxes. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). The Customer is responsible for paying all Taxes associated with their purchase. If Planr have the legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, Planr will invoice the Customer and the Customer will pay that amount unless the Customer provides a valid tax exemption certificate authorised by the appropriate taxing authority.

2.6 Authorised User Count Verification. From time to time, Planr may validate the number of Authorised User records on its servers. As part of this validation Planr may request the Customer to confirm and report on the total number of Authorised Users. If the number of Authorised User records exceeds the number of permitted Authorised Users or other metric designated on the relevant Order Form(s), Planr shall be entitled to invoice Customer immediately for the additional Authorised Users based on Planr's then current subscription pricelist.

3. Service Usage.

3.1 Service Provision. Planr shall during the term of this Agreement: (i) supply the Service on the terms and subject to the conditions set out in this Agreement and in accordance with the Documentation and the Support Policy; (ii)

hold and process all Personal Data handled by it in connection with the provision of the Services under this Agreement in accordance with all Applicable Laws; (iii) only utilise Customer Data to provide the Service in accordance with this Agreement, the Documentation and the Support Policy, or on the Customer's instruction; and (iv) not disclose Customer Data to anyone other than Authorised Users.

4. Proprietary Rights and Licenses.

4.1 Ownership and Reservation of Rights to Intellectual Property. Planr and its licensors own all rights, title and interest in and to the Service, Documentation, Planr Data and other Planr Intellectual Property Rights. Subject to the limited rights expressly granted to the Customer hereunder, all rights, title and interest in and to the Service, Documentation and Planr Data, including all related Intellectual Property Rights remain the property of Planr. No rights are granted to the Customer hereunder other than as expressly set forth herein and proprietary information exchanges under this Agreement shall be treated as such by the Customer. Customer owns its Customer Data.

4.2 License. Planr hereby grants and the Customer accepts a non-transferable, non-exclusive, right to use the Service and Documentation, solely for the internal business purposes of Customer and solely during the Term, in accordance with the terms and conditions of this Agreement and any relevant Order Form(s).

4.3 License Restrictions. The Customer shall not (i) copy, decompose, disassemble, decode, modify, translate or otherwise reverse engineer any portion of the Service or Documentation provided under this Agreement; (ii) license, sublicense, sell, resell, rent, lease, transfer, transmit, assign, distribute, time share, offer in a service bureau, or otherwise make the Service or Documentation available to any third party, other than to Authorised Users as permitted herein; (iii) access the Service or Documentation in order to build any competing product or service; (iv) build a product or service using similar ideas, features, functions or graphics of the Service (v) remove, delete or modify any copyright notices or any other propriety notices or legends on, in or from the Service and Documentation; (vi) use the Service in any manner that could damage, disable, overburden or impair Planr's Service, servers or other services; (vii) reproduce any features, functions, integrations, interfaces or graphics of the Service or Documentation except for internal training purposes; or (viii) use the Services and Documentation in any manner not authorised by this Agreement.

5. Data Protection.

5.1 Data Protection. Each party agrees that by entering into this Agreement they shall comply with the terms and conditions outlined in the Data Protection Policy.

6. Representations, Warranties, Exclusive Remedies and Disclaimers.

6.1 Representations. Each party represents that it has validly entered into this Agreement.

6.2 Warranties. Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all laws applicable to it related to data privacy, international communications and the transmission of technical or Personal Data. Planr warrants that the Service during the Term (i) shall perform materially in accordance with the Documentation; (ii) the functionality of the Service will not be materially decreased during the Term and (iii) the Service will be delivered with reasonable skill, care and diligence.

6.3 Exclusive Remedies. As the Customer's exclusive remedy and Planr's sole liability for breach of the warranty set forth in Clause 6.2 (i) and (ii), (a) Planr shall at its own costs, promptly remedy such Defects taking all such reasonable remedial action as is reasonably necessary, or (b) in the event Planr is unable to correct such Defects after commercially reasonable endeavours, the Customer shall be entitled to obtain a refund of all prepaid fees relating to the specific non-conforming component of the Service from the date Planr received such notice. The Customer must promptly notify Planr in writing of such deficiencies no later than thirty (30) days of the first date the deficiency is identified by the Customer.

6.4 Disclaimer. Except as expressly provided herein and to the maximum extent permitted by applicable law, Planr makes no warranties of any kind, whether express, implied, statutory or otherwise, and specifically disclaims all implied warranties, including any warranties of merchantability, or fitness for a particular purpose with respect to the service and/or related documentation. Planr does not warrant that the service will be error free or uninterrupted. The warranties provided herein are the sole and exclusive warranties provided to customer in connection with the provision of the service.

7. Indemnity.

7.1 Planr Indemnities. Planr shall indemnify and hold the Customer harmless from and against any claim, demand, suit or proceeding made or brought against the Customer arising out of or in connection with a third-party claim ("Claim") alleging that the Service in accordance with this Agreement infringes a third-party (i) copyright (ii) U.S. or EU patent issued as of the Effective Date, or (iii) trademark; provided the Customer (a) promptly gives written

notice of the Claim to Planr, (b) gives Planr sole control of the defence and settlement of the Claim (provided that Planr may not settle any Claim unless such settlement releases the Customer of all liability), (c) provides to Planr all available information and assistance; and (d) has not compromised or settled such Claim. Planr shall have no indemnification obligation for any Claim arising from the event of: (i) modification of the Service by Customer, or Authorised Users in conflict with Customer's obligations or as a result of any prohibited activity as set forth herein; (ii) use of the Service in a manner inconsistent with the Documentation; (iii) use of the Service in combination with any other product or service not provided by Planr; or (iv) use of the Service in a manner not otherwise contemplated by this Agreement.

Planr shall indemnify and keep indemnified the Customer and its officers, directors and employees against:

- (i) a claim, and associated direct losses, which arises from or is incurred by reason of any loss, damage or distress to the claimant as a result of the loss, destruction, unauthorised disclosure of, or unauthorised access to Personal Data due to a failure by Planr to comply with its obligations under Clause 8 (Confidentiality) and the Data Protection Policy; and
- (ii) any fine, and associated direct losses, arising as a direct result from a breach of Planr's obligations by its employees, agents and/or sub-contractors under the Data protection Policy.

7.2 Customer Indemnities. The Customer shall indemnify and keep Planr, its licensors and its subsidiaries, officers, directors, employees, and agents indemnified from and against any and all claims, costs, damages, losses, liabilities and expenses (including legal fees and costs) arising out of or in connection with the claim of a third party or data subject alleging that the Customer Data or its use has infringed the rights of, defamed or otherwise caused harm to, a data subject or third party, or violated applicable law; provided in any such case that Planr (a) gives written notice of the claim promptly to the Customer; (b) gives the Customer sole control of the defence and settlement of the Claim (provided that the Customer may settle any Claim unless such settlement releases Planr of all liability and such settlement does not affect Planr's business or Service); (c) provides to the Customer all available information and assistance; and (d) has not compromised or settled such Claim.

7.3 Remedies. Notwithstanding the foregoing, in the event the Service, in Planr's opinion, is likely to or does become the subject of a claim of infringement, Planr shall have the right at its sole option and expense to: (i) modify the Service to be non-infringing while preserving substantially equivalent functionality (ii) obtain a license for the Customer to continue use of the Service in accordance with this Agreement; or (c) terminate this Agreement and refund to the Customer a pro rata portion of the prepaid fees paid to Planr hereunder for that portion of the Term which is beyond the termination date. This Clause states Planr's sole obligation and the Customer's exclusive remedy with respect to an infringement claim.

8. Confidentiality.

8.1 Customer Confidential Information. In relation to the Customer's Confidential Information Planr shall, (i) treat as confidential all Confidential Information of the Customer supplied under this Agreement; (ii) not divulge any such Confidential Information to any person except to its own employees or agreed agents; and (iii) ensure that its employees are aware of, and comply with, the provisions of this Clause.

8.2 Planr Confidential Information. In relation to Planr's Confidential Information Customer shall, (i) treat as confidential all Confidential Information of Planr contained or embodied in the Service and Documentation, or otherwise supplied to the Customer; (ii) not divulge any part of Planr's Confidential Information to any person other than Authorised Users; and (iii) ensure that the Authorised Users are aware of, and comply with, the provisions of this Clause.

8.3 Compelled Disclosure. The obligations of confidentiality imposed in Clauses 8.1 and 8.2 do not apply to any Confidential Information which the either party is required to disclose by law or by any government or other regulatory authority or by an order of a court of competent jurisdiction.

8.4 Protection. Each party shall effect and maintain adequate security measures to safeguard the Confidential Information of the other from access or use by any unauthorised person.

8.5 Exclusions. Confidential Information shall not include information that: (i) was in the public domain prior to its disclosure; (ii) was already known, or had been independently generated, by the receiving party prior to its receipt; (iii) relates to the existence of this Agreement; or (iv) is approved for release in writing by an authorised representative of the disclosing party.

8.6 Breach. Each party shall promptly notify the other on becoming aware of each breach of this Clause 8 and shall give the other all reasonable assistance in remedying the breach or in connection with any proceedings instituted against any third party.

9. Limitation of Liability.

9.1 Limitation of Liability. Each party's aggregate liability arising out of, or related to this agreement, shall not exceed 100% of the Annual Subscription Fee paid by Customer hereunder in relation to the Service during the twelve (12) months preceding the incident (or for a claim arising before the first twelve (12) month period has concluded, the amount that is to be paid for the first twelve (12) month period). The above limitations will apply whether an action is in contract or tort and regardless of the theory of liability. However, the above limitations will not limit customer's payment obligations.

9.2 Exclusion of Damages. In no event will either party have any liability to the other party for any lost profits, revenues or indirect, special, incidental, consequential, cover or punitive damages, cost or procurement of substitute service, whether an action is in contract or tort and regardless of the theory of liability, even if a party has been advised of the possibility of such damages. The foregoing disclaimer will not apply to the extent prohibited by law.

10. Term & Termination.

10.1 Term of Agreement. This Agreement commences on the Effective Date and continues until the term outlined in the Order Form(s) has: (i) expired; or (ii) been terminated in accordance with the terms of this Agreement. The Service commences on the date, and is for the period, set out in the applicable Order Form(s).

10.2 Termination. Either party may terminate this Agreement: (i) upon thirty (30) days prior written notice to the other party if the other party commits a material breach of any of its obligations under this Agreement and does not remedy such breach within thirty (30) days of receiving from the other party's written notice of the breach and a request to remedy the breach.; or (ii) 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. In the event the Agreement is terminated, all Order Forms are simultaneously terminated.

10.3 Refund of Payment upon Termination. If this Agreement is terminated by Customer in accordance with Clause 10.2, Planr will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event will termination relieve Customer of its obligation to pay any fees payable for the period prior to the effective date of termination. Upon termination for cause by Planr, all future fees due under all Order Forms shall be amalgamated and become payable immediately.

10.4 Effect of Termination. Forthwith upon termination of this Agreement, the Customer shall discontinue all use of the Service as of the date of such termination (except as permitted under Clause 10.5) and return to Planr all copies of the Documentation and any other Confidential Information belonging to Planr.

10.5 Retrieval and Deletion of Customer Data. Upon request by Customer made within thirty (30) days after the effective date of termination or expiration of this Agreement, Planr will make the Customer Data available in a standard machine readable format to Customer through the Service at no additional cost. After that thirty (30) day period, Planr will have no obligation to maintain or provide Customer Data (except by prior written agreement between the parties and for an additional fee), and will thereafter securely delete or destroy all copies of the Customer Data in Planr's system or otherwise in its possession or control, unless legally prohibited. Customer Data stored in backups will be deleted in accordance with then current schedule for deletion/overwriting of such backups.

10.7 Surviving Provisions. All provisions of this Agreement shall survive any termination or expiration apart from the following provisions that shall not survive and will have no further force or effect following any termination or expiration of this Agreement: (1) sub-section (i) of Clause 3.1 "Service Provision"; (2) Clause 4.2 "License"; (3) the Support Policy and (4) any Order Form(s).

11. General Provisions.

11.1 Entire Agreement and Order of Precedence. This Agreement constitutes the complete and exclusive statement of the Agreement between the parties with respect to the use of the Service and Documentation and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Customer's purchase order is void. In the event of any conflict

or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form(s), (2) this Agreement, and (3) the Documentation. 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.

11.2 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, and fiduciary or employment relationship between the parties.

11.3 Notices. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the third business day after mailing, or (iii) the second business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to Customer shall be addressed to the relevant billing contact designated by the Customer. All other notices to the Customer shall be addressed to the Customer's signatory of this Agreement and the Customer's COO. Notices to Planr shall be addressed to Legal Department and Planr's COO.

11.4 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); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets provided the assignee has agreed to be bound by all of the terms of this Agreement and all past due fees are paid in full.

11.5 Force Majeure. Notwithstanding any other provision of this Agreement, and except for payment obligations, neither party shall be liable for any delay in performing, or failure to perform, any of its obligations under this Agreement if and to the extent performance is delayed or prevented due to a cause or causes that are beyond that Party's reasonable control and occurring without that Party's fault or negligence (each a "Force majeure Event"), including, but not limited to, acts of God, acts of government, flood, fire, earthquake, civil unrest, acts of terror, sabotage (including network intrusions, hacking and denial of service attacks), vandalism, strikes, or other labour problems (other than those involving Planr or Customer employees, respectively), computer attacks or malicious acts. Any delay or failure of that kind will not be deemed to be a breach of this Agreement by the defaulting Party, and the time for the defaulting Party's performance of the affected obligation will be extended by a period that is reasonable in the circumstances.

11.6 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

11.7 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

11.8 Governing Law. This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of Ireland.

12. Definitions.

"Agreement" means this Master Subscription Agreement, including the Support Policy, the Data Protection Policy, and any fully executed Order Form(s).

"Authorised User" means Customer's officers, directors, employees and subcontractors, that are providing services solely for the internal business purposes of the Customer, permitted to use or access the Service under this Agreement.

"Authorised Support User" means a Customer employee who is permitted to contact Planr in relation to support requests and who has been trained on the Planr product(s) for which they initiate support requests.

"Confidential Information" means (i) any Software used in the provision of the Service and its respective source code; (ii) Customer Data; (iii) Planr Data, (iv) each party's commercial or technical information, including but not limited to the Documentation, training materials, Software plans, designs, costs, prices, finances, marketing plans, personnel, research, development or know-how that is designated by the disclosing party as

“proprietary”, “confidential” or “sensitive” or the receiving party knows or should reasonably know is proprietary, confidential or sensitive; (v) the terms, conditions and pricing of this Agreement (but not its existence or parties);

“**Customer**” means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into this Agreement.

“**Customer Data**” means any electronic data or information entered or loaded by Customer or Authorised Users to the Service, and includes any data or information generated by the Service that is based upon or derived from such originally submitted data and information.

“**Data Protection Policy**” means Planr’s Data Protection Policy located [here](#) which may be updated from time to time.

“**Documentation**” means, collectively, (i) all materials published and made available to the Customer by Planr that relate to the functional and/or operational capabilities of the Software; (ii) all user, operator, system administration, technical, support and other manuals and all other materials published and otherwise made available by Planr to the Customer that describe the functional and/or operational capabilities of the Software (including user manuals, training manuals, guides, release notes and other materials for use in conjunction with the Software), which may be updated from time to time subject to the warranty obligation in 6.2(i).

“**Equipment**” means any technical resources attached to or utilising the Service e.g. hardware, software or communications resources.

“**Fault**” means the cause of an Incident or Failure.

“**Failure**” means the non-performance of relevant Equipment or personnel.

“**Incident**” means an issue which is a Software or Service Defect which results in Service failure or interruption of the Live Environment.

“**Intellectual Property Rights**” means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honoured or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

“**Maintenance**” means any scheduled and emergency maintenance carried out on the Service from time to time.

“**Order Form**” means the ordering documents specifying the Services to be provided hereunder, which the Customer subscribes to pursuant to this Agreement, that have been fully executed by one representative of each party. Additional Order Forms can be subscribed to, and appended to, this Agreement at any time.

“**Personal Data**” shall have the meaning assigned to it under the Data Protection Policy.

“**Planr Data**” means this Agreement, the Software, the Documentation, Planr’s Confidential Information and any aggregated data derived from, or required to support, the Service.

“**Response**” means the time between the receipt of the Incident from the Customer and the initial response from Planr during normal working hours.

“**Service**” means Planr’s cloud based Software applications that are described in the Documentation and subscribed to in the Order Form(s).

“**Software**” means computer software program(s) in executable code or any separate part thereof, any source code, and the supporting Documentation to be provided by Planr to the Customer under this Agreement.

“**Support Policy**” means Planr’s Support Policy located [here](#) which may be updated from time to time.

“**Term**” means the Term as defined in the Order Form(s)