

**Planview International AB (including its affiliates, “Planview”)
Subscription Services Terms for Customers of Authorized Planview Resellers**

These Subscription Services Terms (“**Terms**”) govern access to and use of Planview products hosted by Planview on a subscription basis (“**Planview Products**”) by Customers who have entered into an agreement with an authorized Planview reseller (a “**Reseller**”) and have executed an order form, purchase order, or other document to purchase a subscription to one or more Planview Products (an “**Order Form**”). Customer accepts these Terms, which become binding on Customer, when Customer (i) executes an Order Form or (ii) accesses or uses a Planview Product. This Agreement is effective between Customer and Planview on the date of acceptance (the “**Effective Date**”).

Planview will provide Customer with access to the Planview Product for the subscription period specified in the Order Form (the “**Subscription Period**”). Access to and use of the Planview Product is limited to Customer's employees, consultants, and contractors (provided they are not competitors of Planview) who are designated by Customer to use the Planview Product during the Subscription Period and have been supplied user identifications and passwords (“**Access IDs**”) by Customer. Customer is responsible for maintaining the confidentiality of all Access IDs and for all acts that occur with them in connection with Customer's account. Customer must notify Planview promptly after learning of any unauthorized use of Customer's account, breach of security, or loss or theft of Access IDs.

Customer shall use the Planview Product in accordance with the Documentation (as defined below), these Terms and with all applicable laws, including privacy and export laws. Customer shall not: (a) publish, disclose, copy, rent, lease, modify, loan, distribute, sell, resell, transfer, assign, alter, or create derivative works based on the Planview Products or any part thereof; (b) reverse engineer, decompile, translate, adapt, or disassemble the Planview Products including to: (i) build or create a competitive product or service, and (ii) build or create a product or service using similar ideas, features, functions, or graphics of the Planview Product, nor shall Customer attempt to create the source code from the object code for the Planview Product; (c) permit any third party to access the Planview Product except as expressly permitted herein; or (d) create any unauthorized Internet “links” to the Planview Product or “frame” or “mirror” any content of the Planview Product. “**Documentation**” means the online user manuals that describe the functions, operation, and use of the Planview Product, which Planview makes available to Customers in its customer portal referred to as the “Customer Success Center”.

As between the parties, Customer owns all right, title, and interest, including all intellectual property rights, in and to means the electronic data, content, or other information collected, received, created, or hosted by the Planview Product in connection with Customer's or its Users' use of the Planview Product (the “**Customer Data**”). Customer hereby grants to Planview a royalty-free, fully-paid, non-exclusive, non-transferrable, worldwide, right to access and use Customer Data solely to provide the Planview Products and perform services in support thereof. If Planview processes any personal data of individuals on Customer's behalf when performing its obligations under this Agreement, then the parties record their intention that Customer is the data controller or data intermediary (as defined under applicable data protection/data privacy laws) and Planview is the data processor and, in any such case, (a) Customer shall ensure that it is entitled to transfer the relevant personal data to Planview so that it may lawfully process the personal data on Customer's behalf; and (b) if applicable, the parties shall comply with the terms of Planview's Data Processing Agreement found at <https://www.planview.com/legal/agreements/#dpa>. Planview is not responsible for reviewing and/or validating the Customer Data for accuracy, correctness, compliance with applicable law, or usability.

As between the parties, Planview owns all right, title, and interest, including all intellectual property rights, in and to (a) the Planview Products and the Documentation, (b) the PLANVIEW trademark and any other trademarks used with the Planview Products or services provided by Planview hereunder, (c) the data created by, or resulting from, the use of the Planview Product including analyses, statistics, reports, and aggregations, which excludes all personally identifiable information, such that there is no reasonable basis on which any individual, or Customer itself, could be identified thereby (the “**Planview Data**”), and (d) all other Planview-supplied material developed for use in connection with the Planview Product generally, exclusive of Customer Data. Any rights not expressly granted herein are reserved by Planview. Except for

the access and use rights expressly set forth in this Agreement, no other rights in or to Planview's intellectual property are granted to Customer. In no event shall any Planview Product be deemed to have been sold to Customer, even if, for convenience, Planview uses words such as "sale" or "purchase" in Order Forms or other documents or communications.

Customer agrees to treat as confidential all confidential and proprietary information of Planview (using the same degree of care that it uses to protect its own information of a similar nature, but in no event less than a reasonable level of care) and not to use it except to exercise Customer's rights or perform its obligations hereunder and not to disclose it to any third party except as permitted by these Terms. Customer agrees to promptly notify Planview of any unauthorized access or use of such information and to cooperate with Planview at its cost to take action and prevent further access or use. Customer will (a) defend Planview from any third-party claims, demands, suits, or proceedings made or brought against Planview alleging that the Customer Data (or Planview's use of it in accordance with these Terms) or Customer's access to or use of the Planview Product infringes or misappropriates the intellectual property rights of, or has otherwise harmed, a third party and (b) pay, with respect to any such third-party claim, all court-ordered awards of damages or amounts agreed to in settlement by Customer.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY PROVIDED HEREIN, PLANVIEW MAKES NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE. PLANVIEW DOES NOT WARRANT THAT THE PLANVIEW PRODUCT WILL BE UNINTERRUPTED, ACCURATE, OR ERROR-FREE OR THAT IT WILL BE SUITABLE FOR OR MEET THE REQUIREMENTS OF CUSTOMER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL PLANVIEW HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, INCLUDING FOR LOSS OF OR DAMAGE TO RECORDS OR DATA (INCLUDING CUSTOMER DATA), LOST PROFITS, AND LOSS OF USE, AND IRRESPECTIVE OF WHETHER THE LOSS OR DAMAGE IS DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR HOWEVER CAUSED, AND WHETHER OR NOT PLANVIEW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. IN THE EVENT THE DISCLAIMER OF ALL LIABILITY IS NOT PERMITTED BY LAW, THEN PLANVIEW'S MAXIMUM LIABILITY FOR ANY DAMAGES UNDER THESE TERMS SHALL BE LIMITED TO DIRECT DAMAGES IN THE AMOUNT OF \$1,000. Planview shall not be liable for any failure or delay in performance under these Terms for causes beyond its reasonable control,

The Subscription Period may be terminated by Planview for Customer's breach of its obligations under these Terms. Upon termination, Planview will terminate Customer's ability to access and use the Planview Products and Customer must promptly return or destroy all Planview confidential information and materials in Customer's possession. Customer must arrange to retrieve all Customer Data within 30 days after the effective date of termination. Planview will have no obligation to retain Customer Data after this 30-day period. Terms which by their nature survive termination of these Terms or are necessary to the interpretation hereof will survive.

These Terms shall be construed and governed by, and exclusive jurisdiction shall rest with, the laws of Delaware, without regard to its conflicts of laws principles, to the extent such principles would result in the application of another state's or jurisdiction's laws. The United Nations Convention on the International Sale of Goods will have no application to the Terms. If any term hereof is determined in any proceeding binding upon the parties to be invalid or unenforceable, that provision shall be deemed severed from this Agreement, and the remaining provisions of this Agreement shall remain valid and in effect. No amendment or waiver of these Terms is valid unless signed by both parties. You may not assign, transfer or sublicense these Terms or your rights or obligations hereunder. In the event of a conflict in terms, the following order of precedence shall apply: these Terms; the Order Form; and the agreement with the Reseller.