

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions, together with the other elements of the Agreement (as defined below) govern the use and access to the Services offered by Planisware and its Affiliates, collectively named “Planisware”. “Customer” shall refer to the business entity which is accepting the Agreement and its Affiliates. The term “Parties” shall refer collectively to both PLANISWARE and Customer.

1. DEFINITIONS

“Affiliate”	means any entity or person that controls, is controlled by, or is under common control with a Party, where “control” means the possession, directly or indirectly, of at least 50% of the share capital or voting rights, or of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.
“Agreement”	means any conditions governing the relation between Planisware and the Customer, including, by order of precedence: <ol style="list-style-type: none">(1) the special terms if any (“Special Terms”),(2) the Order Form / SOW,(3) these General Terms and Conditions including the following appendices Appendix I- Support Policy, Appendix II- Security Measures, Appendix III - Data Processing Addendum (“DPA”).(4) Any other document identified as contractually binding in the Order Form
“Customer Data”	means any data, information or material of Customer uploaded to the Software Package by Customer and any output resulting from the processing of such data by the Software Package.
“End-User”	means a unique individual user with dedicated login credentials who is invited to use the Software Package at the request of Customer and using the Service, if applicable, for Customer’s internal business purpose only.
“Documentation”	means the Planisware documentation relating to the use and operation of the Software Package including technical, functional, and operational instructions. The Documentation is directly embedded in the Software Package, with online help available.
“Fees”	means all fees, charges, and payments due by Customer to Planisware under an applicable Order Form.
“Order Form”	means the document setting out the commercial and financial terms for the provision of the Services signed by both Parties.
“On-premise”	means the Software Package installed on Customer's servers, or a virtual machine installed on Customer 's servers and allowing access to the Software Package.
“Open-Source Software”	means certain open-source components made available via the Services that are subject to open-source licenses.
“Professional Services”	means all the services not included in the Software Package, including but not limited to configuration, modification, or installation, as well as any consulting, training, data conversion, migration, supplemental support services.

“SaaS Service”	means SaaS subscription licenses and offerings, available online.
“Security Measures”	means the Planisware security measures (Appendix II), which form part of this Agreement.
“Services”	means (i) the Software Package, (ii) any Professional Services purchased by Customer, and (iii) any other ancillary services provided by Planisware to Customer.
“Software Package”	means, whether available as SaaS Services or On-premise, (i) non configured Planisware computer program and necessary components for its execution, (ii) any updates, modifications or enhancements provided by standard releases, (iii) Documentation, (iv) for SaaS only, necessary infrastructure and servers to run the software, (v) additional options purchased by Customer such as, but not limited to, extra environments, paid-for software extensions and connectors.
“SOW”	means an Order Form for Professional Services
“Support Policy”	means the Planisware Support Policy (Appendix I) for SaaS Services or On-premise as applicable, which forms part of this Agreement.

For the sake of clarity, the Parties hereby reject any preprinted term or condition included in any communication or document relating to the Agreement, including on Customer’s purchase orders or other documentation.

2. SCOPE OF SERVICES

- 2.1 Planisware will provide to Customer the Services purchased in an Order Form by Customer as set forth in the Agreement.
- 2.2 Support services are included in the Services in accordance with the Support Policy. Any support services beyond those described in the Support Policy may be provided at additional cost if specified in the Order Form or in a separate **SOW**.
- 2.3 The Professional Services and any other service not included in the Software Package will be provided at additional cost and shall be available to Customer upon execution of a written Services Order Form or in the form of a SOW.
- 2.4 Planisware may subcontract the provision of any of the Services to its own Affiliates, and/or, after agreement from the Customer, to a third party, provided that Planisware shall remain responsible vis-à-vis Customer and liable for any and all actions and omissions of its subcontractors as if these were the actions and/or omissions of Planisware itself. Planisware shall ensure that its subcontractors are subject to terms and conditions no less protective of Customer’s rights and interests than set forth herein.
- 2.5 Planisware shall implement security procedures consistent with ISO27001 and SOC II Type 2 standards to protect Customer Data from unauthorized access. The security measures are further described in Appendix II. Planisware shall not be held responsible or liable for third parties’ unauthorized access to Customer Data through the exploitation of security gaps, weaknesses, or flaws generally unknown to the industry (i.e., zero-day vulnerability). Customer shall be solely responsible for obtaining and maintaining the necessary technology, systems, and procedures to secure its internet connections when connecting to the Service. Additionally, Customer is responsible for ensuring the security of its End-Users passwords and login credentials. If Planisware becomes aware of any unauthorized access to Customer Data, Planisware will notify Customer not later than twenty-four (24) hours after confirming that Customer Data was impacted and shall take steps to fix the breach of security that permitted any unauthorized access.

3. LICENSE RIGHTS AND CONDITIONS

- 3.1 Subject to Customer’s compliance with the Agreement, Planisware grants Customer, a limited, non-exclusive, revocable, nontransferable and non-sublicensable right and license to use and access to the Software Package through its End-Users for the duration set forth in the Order Form (“**License**”). Such License is limited to Customer’s internal business purposes. The pricing of the Software Package is set forth in the applicable Order Form including the License rights granted to Customer.
- 3.2 The Service may include Open-Source Software which is not subject to the terms and conditions of this Agreement. Instead, Open- Source Software is licensed under its own applicable license terms. Nothing in the Agreement restricts Customer’s rights under any applicable Open-Source Software license terms, nor does it grant Customer any rights that supersede those license terms. Planisware represents and warrants that no Open-Source Software license terms require that any Open-Source Software be (A) disclosed or distributed in source code or similar form, (B) licensed for the purpose of making derivative works, or (C) redistributable at no charge (such as the GNU General Public License, the GNU Lesser General Public License, a Mozilla Public License, or similar “copyleft” license terms).
- 3.3 The Documentation is provided solely to support Customer’s authorized use of the Software Package. Customer may copy and distribute the Documentation to End-Users, provided Planisware’s copyright notice and proprietary legend are not removed from any copy. Any distribution, in any format, of the Documentation, to persons who are not employees or contractors of Customer is prohibited. Customer may not post or upload the Documentation to any websites, virtual cloud storage areas or equivalent which are publicly available.
- 3.4 Customer must not, and shall not permit End-Users or any third party to: (a) attempt to gain unauthorized access to the Services or access or use the Services beyond the scope of the License granted by the Agreement; (b) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit the Services including by linking, framing or mirroring the Services to a third party’s system or environment; (c) reverse engineer, disassemble, decompile, decode, adapt, modify or make derivative works of the Service; (d) use the Service to perform any unlawful activity (such as sending spam, or material containing software viruses, worms, harmful computer code...); or (e) knowingly interfere with or disrupt the integrity or performance of the Services.
- Customer is responsible to ensure that its employees and End-Users adhere to the restrictions set forth above.
- 3.5 Per End-User Licenses. Except where indicated in the Order Form, all Licenses are provided on a per unique End-User basis. Pricing of the Software Package is based on the number of End-Users as stated in an Order Form and any attempt by Customer or End-Users to circumvent usage limits set forth in such Order Form is prohibited. End-User access cannot be shared or used by more than one individual but may be reassigned from time to time to a new individual who is replacing a former End-User who has terminated employment or otherwise changed job status or function, and no longer uses or accesses the Software Package or Documentation. Planisware may offer application programming interface (APIs) to import Customer Data to the Software Package, where it is the system of record (authoritative source of truth) for Customer Data. In such case, each individual using the API to upload or update Customer Data counts as an individual End-User. In the event where a Customer application is used by Customer as an intermediary tool to access the Software Package to import or update Customer Data, such Customer application will require separate End-User license based on the number of individuals accessing the Software Package via such Customer application.
- 3.6 End-User Login Credentials. Each unique End-User must have their own specific login credentials. Customer is responsible for maintaining account IDs and passwords for its End-Users and for keeping End-User account IDs and passwords secure and confidential, including by providing them only to End-

Users and instructing each person who receives an account ID and password that they are not to share or disclose them to any unauthorized person. Customer is responsible for any and all access to the Software Package and any transactions performed via the Software Package while using an End-User login and password, even if such transactions are undesired, unintended or fraudulent.

- 3.7 End-User Monitoring. Planisware continuously monitors the number of End-Users (across all environments available to Customer, including non-production environments) to verify compliance by Customer with the End-User limits set forth in the applicable Order Form. A License is valid for a single production environment and cannot be shared between several production environments. A separate login is required for each production environment.
- 3.8 Responsibility for End-Users. Customer is responsible for all activities of End-Users occurring under Customer's Service account(s) and shall ensure that each End-User abides by the terms of the Agreement and all applicable local, state, national and foreign laws and regulations in connection with their access and use of the Service, including, without limitation, related to the protection of personal data. Customer shall notify Planisware immediately of any known or suspected violation of this Agreement by End-Users and use commercially reasonable efforts to stop such actions
- 3.9 Additional Terms for On-premise Software Package

When Customer chooses an On-premise Software Package, the Parties agree that:

(i) Planisware makes the Software Package and Updates available in an installation package that, when run by Customer, installs the Software Package components on Customer's environment (which may include Customer's third party cloud or hosting service provider's environment) at the Customer's costs. Customer is responsible for providing the database from which the Software Package is operating on Customer's servers or cloud environment with the technical requirements as defined in the Documentation.

(ii) Customer confirms having been informed of the technical requirements for Customer's hosting and operation of the Software Package. Customer is responsible for procuring the environment hardware and software.

(iii) When requested by Customer, Planisware will install the Software Package or Updates on behalf of Customer, and in such case Planisware will not be responsible for delays caused by events or circumstances beyond its reasonable control. Installation shall be complete when copies of the Software Package or upgrades have been installed on Customer's environment, and the successful execution of the Software Package on such environment has been verified pursuant to testing criteria set forth in the corresponding additional Order Form.

(iv) Planisware declines all liability in case of any loss or damage of Customer Data stored in an On-premise Software Package. Customer is required to continually ensure the proper operation of the automatic data backups in order to guard against any Customer Data loss or damage, and is responsible for maintaining an up-to-date restoration procedure using a backup made prior to an incident.

- 3.10 Some functionalities of the Software Package will not be available when the Customer uses the Service On-premise, and as mentioned in the Documentation.
- 3.11 Customer must follow Planisware's recommendations to install (at reasonable frequencies) Upgrades of the Software Package. If not, Customer will no longer receive the Support as described in the Support Policy, and Planisware will no longer guarantee the proper functioning of the Software Package.
- 3.12 Customer may make and store a copy (or copies, within the limits set forth in the Order Form) of the Software Package for backup and business continuity purpose, provided all copies of the Software Package remain in Customer's possession and control and otherwise do not breach any License condition or other provision herein.

4. SERVICE FEES

- 4.1 Order Forms, Payment Terms. Customer shall pay Fees in accordance with the payment terms set forth in the Order Form. All invoiced amounts of the Fees set forth in the Order Form are due and payable within thirty (30) days of Customer's receipt of Planisware's invoice unless otherwise provided in the applicable Order Form. If any Fees are not paid when due, Planisware may, at its option (i) charge a late payment interest at a rate of 1.5% per month or the highest rate allowed by applicable law if lower and charge all expenses incurred by Planisware in its collection efforts; or (ii) within 30 days of a notice of default being sent by registered letter with acknowledgement of receipt, suspend any ongoing Professional Services, suspend Customer's access to the Software Package until payment is made in full and/or terminate the Agreement as provided in Section 5.
- 4.2 Software Package Configuration. Any expansion of Software Package configuration shall be subject to additional support Fees, as described in the SOW.
- 4.3 Taxes. Fees as set forth in the Order Form do not include taxes. Except for those taxes for which Customer provides Planisware certification of a tax-exempt status, if Planisware is required to pay sales, use, property, value-added, or taxes based on licenses granted or services performed, or taxes based on Customer's use of the Service, then Customer shall be responsible for the payment, in full, of such taxes and Planisware shall bill Customer accordingly.

5. TERM AND TERMINATION

- 5.1 Term. The Agreement commences on the Effective Date indicated in the Order Form and unless earlier terminated pursuant to the terms of this Section, the Agreement will continue for so long as there is an Order Form in effect between the Parties.
- 5.2 Material Breach. The Agreement, or the Order Form on a stand-alone basis, may be terminated by either Party upon a material breach by the other Party of the terms of the Agreement, or the Order Form, as the case may be, which has not been cured within thirty (30) days after the breaching Party has received written notice of such alleged breach.
- 5.3 Legal or Governmental Order. Planisware may suspend or terminate Customer's access to any Services, if Planisware is required to do so by a law enforcement, judicial or other governmental order.
- 5.4 Effect of termination. Upon termination of the Agreement:
- (a) All Licenses to use the Services, Documentation and Customer Data hereunder will terminate;
 - (b) Planisware will make available to Customer a file of the Customer Data in readable format as provided in the Support Policy.
 - (c) Customer must immediately pay the entire balance of Fees due, in full, for the then-current subscription term as provided in any applicable Order Form, except as provided in section d) below;
 - (d) If the Agreement is terminated by Customer for Planisware's uncured material breach per Section 5.2 of the Agreement, or by Planisware due to an Infringement Claim per Section 8 of the Agreement, Customer shall be entitled to a prorated refund of prepaid Fees applicable to the remaining period of the subscription term for Services under the applicable Order Form; and
 - (e) All outstanding Fees in consideration for Professional Services performed up until the date of such termination shall become immediately due and payable, in full.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Customer and its licensors are the exclusive and sole owners of all intellectual property rights in and to the Customer Data.
- 6.2 Planisware is the exclusive and sole owner of all intellectual property rights in and to the Services, including the Software Package, any modification or configuration of the Software Package, the Documentation, and other deliverables provided during the term of the Agreement (including the format, user interface, graphics, reports and other materials created or delivered by Planisware but excluding any Customer Data included therein or produced therewith).
- 6.3 Planisware may aggregate and anonymize data derived from Customer's use of the Services (so that neither Customer nor End-Users may be directly or indirectly identified) and may use such aggregated and anonymized data to improve the features and functionalities of the Software Package and develop its products and services.
- 6.4 Customer grants to Planisware and its Affiliates, the right to use any suggestions, ideas, enhancement requests, feedback, recommendations, specifications or other information provided by Customer or End-Users relating to the Services.

7. LIMITED WARRANTY

- 7.1 Limited Warranty. Planisware represents, warrants and covenants to Customer that Planisware (i) will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, (ii) will devote adequate resources to support the number and type of End-Users specified in the Order Form, and (iii) will generally meet its obligations under the Agreement.
- 7.2 WARRANTY DISCLAIMER. EXCEPT FOR THE WARRANTY IN THIS SECTION 7, THE SERVICES ARE PROVIDED "AS IS". PLANISWARE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT, OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. FURTHER, CUSTOMER HEREBY CONFIRMS AND UNDERSTANDS THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT TO THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PLANISWARE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE THAT MAY RESULT FROM SUCH LIMITATIONS AND PROBLEMS.

8. INFRINGEMENT

- 8.1 Planisware shall indemnify Customer from and against any claim by a third party alleging that the Services , when used as authorized under the Agreement, infringe any patent, copyright, trademark, trade secret or any other third-party intellectual property rights ("**Infringement Claim**").
- 8.2 Notwithstanding the foregoing, Planisware has no duties and no obligation to indemnify Customer to the extent that an Infringement Claim is based on (i) the combination, operation, or use of the Software Package with any hardware, system, software, network or other materials or service not provided by Planisware (ii) the modification of the Software Package by Customer or by any third-party without Planisware's prior written approval or (iii) Customer's End-Users using the Software Package in breach of the Agreement. To the extent that any claim is based on the exclusions in i) through iii) above, or that the Customer Data infringe any patent, copyright, trademark, trade secret or any other third-party intellectual property rights, Customer agrees to defend and hold Planisware and its Affiliates harmless against any such claim and indemnify Planisware against all related damages and losses. The Parties

acknowledge that claims subject to this Section may arise in any jurisdiction in which the Services are accessed or used.

- 8.3 In case of an Infringement Claim, Planisware may, at its option, (i) contest the Infringement Claim (ii) secure for Customer the right to continue to use the Software Package, (iii) modify or replace the Software Package so they are no longer infringing, or (iv) terminate this Agreement, if Planisware determines that neither of the foregoing options are feasible, in which case Planisware shall refund to Customer any and all subscription Fees that Customer paid in advance for the Software Package. This section constitutes the sole and entire remedy with respect to any Infringement Claim regarding the Services.
- 8.4 The above indemnification obligations of the Parties are subject to (i) the indemnifying party notifying the indemnified party in writing of the alleged claim immediately upon receipt of such claim; (ii) the indemnified party fully cooperating with the indemnifying party by providing all documents and information reasonably required to defend the claim; and (iii) the indemnifying party having sole control and authority over the defense or settlement of the claim, provided that (i) the settlement of a claim regarding Customer Data shall be subject to Customer's written approval, which shall not be unreasonably withheld, and (ii) the settlement of a claim regarding the Services shall be subject to Planisware's written approval, which shall not be unreasonably withheld.

9. LIABILITY

- 9.1 IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH USING OR PROVIDING THE SERVICES EXCEED THE FEES PAID BY THE CUSTOMER AND/OR DUE, TO PLANISWARE DURING THE LAST TWELVE (12) MONTHS PRECEDING THE EVENT(S) GIVING RISE TO THE DAMAGE. PLANISWARE MAY ONLY BE HELD LIABLE TO THE CUSTOMER FOR DIRECT DAMAGES THAT MAY BE ATTRIBUTED TO IT IN RESPECT OF THE SERVICES ENTRUSTED TO IT UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY, THEIR RESPECTIVE AFFILIATES OR LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF REVENUE, PROFITS, GOODWILL, DATA AND USE, BUSINESS INTERRUPTIONS, AND COSTS OF SUBSTITUTE SERVICES, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.2 The limitation and exclusion in this Section shall not apply (i) to the extent that liability cannot be limited or excluded according to applicable law; (ii) in cases of willful misconduct or gross negligence; (iii) in cases of bodily injuries or death caused by one Party's negligence; and (iv) in cases of fraud or fraudulent misrepresentation.

10. CONFIDENTIAL INFORMATION

- 10.1 "**Confidential Information**" shall mean information exchanged between the Parties, either directly or via access to or provision of the Services, orally, electronically, visually or in document or other tangible form, which is identified as confidential and/or proprietary or should reasonably be deemed confidential by the recipient. Confidential Information shall include existing or contemplated products, processes, techniques or know-how, marketing plans and strategies, financial information and projections, and customer and supplier lists and information of each of the Parties. Customer Data is Confidential Information of Customer. The terms of this Agreement, pricing and commercial terms of Order Forms, and their content are confidential Information of Planisware.
- 10.2 Each Party will take reasonable measures to prevent unauthorized disclosure and use of the other Party's Confidential Information. Without limiting the foregoing, each Party will take at least those measures that it takes to protect the secrecy of its own confidential information. The receiving Party further

acknowledges that any Confidential Information it receives is and shall remain the disclosing Party's property.

- 10.3 Notwithstanding the foregoing, information shall not be Confidential Information to the extent that it (a) is already known to the recipient and not subject to any confidentiality restrictions at the time it is obtained, (b) is or becomes publicly known through no fault of the recipient, (c) is rightfully received by the recipient from a third party with the legal right to disclose the information and without restrictions on further disclosure, (d) is required to be released by the recipient in compliance with a court order or other directive of law, or (e) is independently developed by the recipient.
- 10.4 Any use or disclosure of Confidential Information in violation of the terms of the Agreement may cause loss and/or damage to the disclosing Party for which an adequate remedy at law may not exist, and the disclosing Party may seek temporary or permanent injunctive relief from a court of competent jurisdiction.

11. COMPLIANCE

- 11.1 Anti-corruption. Each party undertakes to comply with all applicable anti-corruption, anti-bribery, sanctions and anti-money laundering laws, applicable tax laws and any other criminal laws, as well as any other rules and regulations applicable (and in particular the UN and OECD Conventions as well as French law including Sapin II and US law including the Foreign Corrupt Practices Act) to the performance of the Agreement and the Services to be provided thereunder.
- 11.2 Export Control. In its use of the Services, Customer agrees to comply with all applicable export laws and regulations (including of the European Union ("EU") and of the USA). Without limiting the foregoing, Customer shall not (and shall not permit any of its users to) access or use the Service in violation of any USA, EU or other applicable jurisdictions export embargo, prohibition or restriction. If the Customer is located in the United States of America, Customer shall not submit to the Service any information that is controlled under the U.S. International Traffic in Arms Regulations or otherwise restricted to US Persons (as defined in the U.S. Code of Federal Regulations) without providing advanced notice to Planisware.

12. PERSONAL DATA PROTECTION

In accordance with the applicable personal data protection laws, Customer shall act as Data Controller and Planisware as Data Processor. Planisware shall solely act on Customer's behalf as the Data Processor for the data processing described in the Data Processing Agreement ("DPA"), in accordance with this Agreement and written instructions from Customer alone. The DPA, which describes the Personal Data processing to be carried out for the purpose of Service provision (aim, duration, nature and purpose of data processing, type of personal data, categories of data subjects, etc.), forms an integral part of the Agreement.

13. ARTIFICIAL INTELLIGENCE

- 13.1 "GenAI" means any artificial intelligence system, software, algorithm, model, or technology (including but not limited to retrieval-augmented generation (RAG) systems) that generates, creates, produces, or synthesizes new content, data, text, code, images, audio, video, or other output based on prompts, inputs, or training data, using large language models (LLMs) and other foundation models or neural networks capable of content generation. For the avoidance of doubt, "GenAI" does not include machine learning algorithms or data analysis and predictive capabilities that do not use LLMs.

- 13.2 Planisware may not incorporate any Gen AI solution as part of the Services except with Customer's prior written approval.
- 13.3 If Customer elects to connect an external GenAI solution (whether at Customer's initiative or proposed by Planisware) to the Software Package, Customer shall be solely responsible for all data sharing with and outputs from Customer's external GenAI solution (including but not limited to performance, accuracy, security, compliance, or results).

14. GENERAL

- 14.1 Assignment. Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party, provided that no such consent will be required to assign the Agreement in its entirety to (i) an Affiliate that is able to satisfy the obligations of the assignor under this Agreement or (ii) a successor in interest in connection with a merger, acquisition or sale of all or substantially all of the assigning Party's assets, provided that the assignee has agreed to be bound by all of the terms of the Agreement.
- 14.2 Notices. All notices or other communications required to be given under the Agreement shall be in writing and delivered either personally, by electronic mail, or by mail, or overnight courier service, and addressed as provided in this Agreement. Notices delivered personally, by electronic mail or courier service shall be effective upon delivery, and notices delivered by mail shall be deemed received three (3) business days after deposit in the mail.
- 14.3 Governing law and disputes. This Agreement is governed by the laws of the country and state or province in which the office headquarters of the Planisware Affiliate executing the Order Form is located, without regard to conflicts of laws provisions.
- Prior to commencing any legal action, the Parties shall first attempt to settle any claim or controversy arising from the Agreement through negotiation in good faith by the officers of the Parties for a thirty (30) day period.
- In case of failure to resolve the dispute amicably as set forth above, disputes related to this Agreement shall be settled by binding local courts from the country in which the registered office of the Customer is located, except when the Customer is located in the USA, in which case all disputes shall be resolved by the American Arbitration Association in accordance with its current Commercial Arbitration Rules, except that either party may petition a court of law for injunctive relief and other rights and remedies at law or equity to protect its proprietary rights. The arbitration shall be conducted by a single arbitrator in San Francisco, California. The arbitration award shall be final and binding and judgement on the award may be entered in any court having jurisdiction thereof. The Parties shall maintain the confidential nature of the arbitration proceeding and any award, except as may be necessary to prepare for or conduct the arbitration, to enforce the award, or as otherwise required by law.
- 14.4 Entire Agreement; Modifications and Waivers. This Agreement constitutes the full and entire understanding and agreement between the Parties with regard to the subjects hereof. No term of this Agreement may be modified except in writing and signed by authorized representatives of both Parties.
- 14.5 Severability. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.
- 14.6 Force Majeure. Neither Party shall be responsible for any failure to perform, due to unforeseen circumstances, or to causes beyond the parties' reasonable control, including but not limited to war, riot, fire, floods, earthquake or explosion, labor stoppages or slowdowns or other industrial disturbances, national or regional shortage of adequate power, telecommunications or cloud services ("**Force Majeure**"). The effect of a Force Majeure event is to suspend the performance of the affected

obligations of the affected Party for a period where the performance is momentarily made impossible without the affected Party owing any kind of indemnity as a result of the obligation so suspended. In the event of any such delay, either Party may defer any delivery dates for a period equal to the time of such delay. Notwithstanding the foregoing, if either Party is in default under this Section for more than forty-five (45) days, the non-defaulting Party may terminate this Agreement unless the Parties agree to modify this Agreement in good faith to take into account the new circumstances.

14.7 Surviving Provisions. Any payment obligations accrued pursuant to this Agreement, as well as the provisions of Section 1, 6 through 14 of this Agreement will survive termination or expiration of this Agreement.

14.8 Electronic Signatures. The Parties agree and accept that this Agreement may be dematerialized and signed electronically by both Parties. Each Party agrees not to contest the admissibility or enforceability of the electronically signed version of this Agreement.

15. GOVERNMENT CONTRACTORS [APPLICABLE FOR USA CUSTOMERS ONLY]

Customer represents and warrants that the Services provided by Planisware are not a deliverable under any contract between Customer and any US federal government agency or entity and no US federal government agency or entity will have access to the Service. To the extent used by Customer for the performance of a contract with any US federal government agency or entity, Customer represents and warrants that (i) the Services merely facilitate the performance by Customer of its government contract, (ii) the Services are ancillary and incidental to the products and services delivered by Customer to the US federal government agency or entity, (iii) no US federal government funding is allocated to pay SaaS Fees or other fees payable under this Agreement, and (iv) Planisware does not qualify as a subcontractor with respect to any CFR regulations applicable to subcontractors of government contractors.