

Free products terms and conditions

1. Acceptance and applicability

- 1.1 These Free products terms and conditions (hereinafter: “FPTC”) are between Planon and You.
- 1.2 Acceptance of these FPTC or continued use of the Free Product by You is deemed your acceptance of these FPTC.

2. Definitions

- 2.1 Where capitalized in these FPTC, capitalized terms shall have the meanings as set forth within the body of these FPTC, in the applicable POF or as set forth in article 2 below:
 - a. “Affiliate” shall mean any entity controlled by, controlling, or under common control with a party hereto. For this purpose, the term “control” shall mean the direct or indirect ownership of more than 50% of the voting stock or other ownership interests of that entity.
 - b. “Devices” means mobile phones PC’s, laptops, tablets, kiosk devices and other devices that are authorized to process Your Data in the Free Product.
 - c. “Documentation” means the documentation of the Free Product accessible in Planon’s online environment, as updated or amended from time to time, including without limitation the description of the Free Product including the related support services and the user guides as available within the Free Product.
 - d. “Order Form” means an ordering document specifying the Free Product to be provided hereunder that is entered into between You and Planon if applicable, any Affiliate of You, including any addenda and supplements thereto.
 - e. “Planon” means Planon International B.V. (hereinafter: “Planon”), a private limited liability company, duly incorporated and existing under the laws of the Netherlands, with its principal office at Wijchenseweg 8, 6537 TL Nijmegen, the Netherlands, registered with the trade register under number 09102087.
 - f. “Planon SaaS Cloud” means middleware consisting of both software and hardware providing a gateway operated by Planon and/or its licensors.
 - g. “Planon SaaS Services” means the software as a services and related support services thereto that are ordered by You under an Order Form and provided by Planon and/or licensors as more specifically defined and set forth in these FPTC, including associated offline components, as described in the Documentation.
 - h. “Measure Point” means a connection with one or more physical or virtual sources of data input like, but not limited to, sensors, which provide location-based information like, but not limited to, occupancy, temperature or air quality.
 - i. “Free Product” means free functionality in addition to already purchased Planon SaaS Services.
 - j. “You/Your” means the entity you represent in accepting these FPTC or, if that does not apply, you individually. If you are accepting on behalf of your employer or another entity, you warrant that: you have full legal authority to bind your employer or such entity to these FPTC; you have read and understand these FPTC; and you agree to these FPTC on behalf of the party that you represent. If you don’t have the legal authority to bind your employer or the applicable entity please do not accept these FPTC. Please note that if you sign up for a trial using an email address from your employer or another entity, then you will be deemed to represent such party, your click to accept will bind your employer or that entity to these FPTC and the word You in these FPTC will refer to your employer or that entity.
 - k. “Your Data” means any data submitted by or for You to the Free Product and all results from processing such data, including derivative works thereof.

3. License

- 3.1 Planon grants You the limited and revocable right to access and use the Free Product pursuant to these FPTC, the Documentation and/or the applicable Order Form for the duration agreed in a specific agreed Order Form. Additional terms and conditions may appear in an Order Form or upon access to the Free Product. Your access and use of the Free Product is subject to your compliance with these FPTC, limited to the Territory and for Your internal use and benefit and for the license model, number and type of

- authorized Named Users, Transactions, Measure Points, Planon Lease Accounting Base Package(s), Property Lease Contracts Bundle(s), Asset Lease Contracts Bundle(s) and/or Devices agreed and for in accordance with the Order Form(s).
- 3.2 If agreed upon in Order Form(s), the foregoing grant of rights applies to Your Affiliates as well provided that one (1) database instance is used and that You are responsible for compliance by Your Affiliates with these FPTC and any breach thereof by an Affiliate shall constitute a breach of these FPTC by You.
- 3.3 You grant Planon and its Affiliates a limited-term license to host, copy, transmit and display Data as necessary for Planon to provide the Free Product in accordance with these FPTC. Subject to the limited licenses granted herein, Planon acquires no right, title or interest from You under these FPTC in or to any Data. You grant Planon and its Affiliates a perpetual, irrevocable, royalty-free license to use and incorporate into the Free Product any suggestion, enhancement request, recommendation, correction or other feedback.
- 3.4 Planon expressly reserves all rights in the Free Product. It is acknowledged that all right, title and interest and all intellectual property rights inherent therein and/or related thereto are and will remain with Planon (or third party supplier(s) or licensor(s), if applicable) and that the Free Product is provided to You on a "Software as a Service" basis only and not sold, assigned or transferred to You. Planon does not grant to You any rights in and to the Planon SaaS Cloud used by Planon in the performance of the Free Product other than expressly set forth herein.

4. Data

- 4.1 You warrant that you have all rights in and to Your Data. You are solely responsible for the quality, integrity, legality, reliability, appropriateness and copyright of all Your Data. You are responsible that Your Data is in a proper format, as specified by the Documentation. You authorize Planon to process Your Data as contemplated herein, and that such use will not infringe any third party rights or laws. Planon applies industry practices in relation to the processing of Your Data in conjunction with the Free Product. Planon assumes no responsibility, and shall have no liability, for the deletion, correction, destruction, loss, infringement or failure of any Your Data as a result of actions from You and/or third parties.
- 4.2 Planon and its licensors take technical measures to protect the Free Product and may access Your account from time to time as Planon reasonably deems necessary or appropriate for purposes of performing under these FPTC. Planon implements industry standard security precautions intended to prevent unauthorized access to Your Data. You acknowledge that, notwithstanding such security precautions, use of, or connection to, the internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Free Product and/or You Data. Accordingly, Planon cannot and does not guaranty the security, integrity or authenticity of any information so transmitted over or stored in any system connected to the internet or that any such security precautions will be adequate or sufficient.
- 4.3 You agree that Planon shall process all personal data needed for the execution of these FPTC in accordance with the Data Processing Addendum added to the FPTC. You also agree that the email-address provided by You will be used to reach out to you for marketing purposes in accordance with the Planon Privacy Statement as published on the Planon website <https://planonsoftware.com/uk/trustcenter/privacy-statement/> and that Planon may use Your email-address in case of data breach.

5. Your duties and obligations

- 5.1 Planon will provide You with the tools (for example user names and passwords) to access the Free Product. You shall prevent any unauthorized access to, or use of, the Free Product and You will promptly notify Planon of any such unauthorized access or use. You may not resell space within its account.
- 5.2 Each account is for the sole use of You. Evidence that space is being resold may be reason for termination for cause and Planon may discontinue the Free Product. You shall provide Planon in time with all data or information useful or required for the proper execution of these FPTC by both Parties and You, including but not limited to if required, granting access to Your premises and/or Your Data. If You in the execution of these FPTC employ Your own employees, the latter will have the required knowledge, experience, capacity and quality.
- 5.3 You shall be responsible for the use of the Free Product and the manner in which the results are obtained through your use of the Free Product. You shall also be responsible for training given to and used by Named Users. You shall be responsible for the Named Users compliance with these FPTC, for the accuracy, quality, integrity and legality of Your Data, and the transfer of data between (a) Your backend system and the Planon SaaS Cloud (if any), and (b) the Devices and the Planon SaaS Cloud.
- 5.4 You shall not (i) use the Free Product to store or transmit infringing, libelous or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (ii) use the Free Product to store or transmit any malicious code such as but not limited to cancelbots, back doors, easter eggs, time bombs, trap doors, trojan horses viruses, worms, files, scripts, agents

or programs intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information (“Malicious Code”); (iii) intentionally interfere with or disrupt the integrity or performance of the Free Product or third party data contained therein, and shall make reasonable efforts to ensure that no other software, data or equipment having an adverse impact on the Free Product has been introduced in its backend systems; or (iv) attempt to gain unauthorized access to the Free Product or to related systems or networks operated by Planon.

6. Confidentiality

- 6.1 Each party agrees that all business, technical, financial and other information that it obtains from the other is the confidential property of the disclosing party (“Confidential Information” of the disclosing party). Except as expressly and unambiguously allowed herein, the receiving party will hold in confidence and not use or disclose any Confidential Information of the disclosing party and shall similarly bind its employees in writing. Each party may disclose Confidential Information of the other to the receiving party’s parent company and Affiliates, provided that employees receiving such Confidential Information are bound by confidentiality obligations at least as restrictive as those contained herein. Upon termination of these FPTC or upon request of the disclosing party, the receiving party will return to the disclosing party or destroy (and certify in writing such destruction) all Confidential Information of such disclosing party, all documents and media containing such Confidential Information and any and all copies or extracts thereof.
- 6.2 The receiving party shall not be obligated under this article with respect to information the receiving party can document: (a) is or has become readily publicly available without restriction through no fault of the receiving party or its employees or agents; or (b) is received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information; or (c) was rightfully in the possession of the receiving party without restriction prior to its disclosure by the other party; or (d) was independently developed by employees or consultants of the receiving party without access to such Confidential Information; or (e) is required to be disclosed by law or order of court of competent jurisdiction.
- 6.3 Notwithstanding the foregoing, You provide the right to Planon and its affiliates to use Your logo, name and reference, in marketing collateral, including but not limited to websites.

7. No Warranty

- 7.1 Notwithstanding anything to the contrary in these FPTC, the Free Product is provided on an “as-is” and “as-available” basis without giving any warranty and without accepting any responsibility or liability whatsoever. The Free Product may be subject to additional terms. Planon may discontinue a Free Product at any time in its sole discretion.

8. No Liability

- 8.1 Notwithstanding anything to the foregoing and to the maximum extent permitted by law, Planon shall not be liable whether in tort or contract for loss, harm or damage arising out of or in connection with any Free Product; lost profits; lost savings; reduced goodwill; damage caused by interruption of business operations; lost or damaged data; or any incidental or consequential, special or punitive damages, even if Planon has been notified of the possibility of such damage. Notwithstanding the foregoing exclusion of liability, Planon’s aggregate liability and indemnification with respect to any matters whatsoever arising under or in connection with this FPTC (including non-contractual claims) shall not exceed EUR. 500
- 8.2 You shall indemnify and hold harmless Planon and its Affiliates from and against any and all liability of Planon to a third party and all costs incurred by Planon in defending against or settling any claim by a third party which arise from any cause or event which is attributable to (a) any use of the Free Product or Your Data by You or any third party that uses the Free Product and/or any information derived there from as a result of the rights granted to You hereunder, or (b) Your failure to perform or comply with or breach by You of any term of these FPTC.

9. General

- 9.1 These FPTC executed by the parties is the entire FPTC between the parties regarding the subject matter hereof. It supersedes all prior oral or written communications, representations, undertakings and FPTCs of the parties relating thereto and prevails over any conflicting or additional terms of any quote, acknowledgement or similar communication between the parties. These FPTC may be modified or amended only by a written instrument duly executed by the parties. These FPTC and any related Order Form may be executed as attachment (in a standard readable format, such as pdf or jpg) to email, and in counterparts, each of which shall

constitute an original, and which taken together shall constitute the same FPTC. The rights and obligations of each party under these FPTC may not be transferred or assigned directly or indirectly without the prior written consent of the other party. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. Planon hereby reserves the right to modify the products and services and related terms agreed upon or deviate from them on the basis of technical reasons only, provided that the products and/or the services will meet all service level agreed upon.

- 9.2 No waiver will be deemed effective unless set forth in writing and signed by the party charged with such waiver, and no waiver of any right arising from any breach will be deemed to be a waiver or authorization of any other breach or of any other right arising under these FPTC. If any provision of these FPTC is held to be invalid, illegal, or unenforceable, the remaining provisions hereof shall be unaffected thereby and remain valid and enforceable as if such provision had not been set forth herein. The parties agree to substitute for such provision a valid provision that most closely approximates the intent of such severed provision.
- 9.3 These FPTC as well as the relationship between Planon and You will be governed entirely and exclusively by the laws of the Netherlands. If You are located in the European Union You agree to the exclusive jurisdiction of the competent court in Arnhem, the Netherlands in connection with any dispute or action arising out of or in connection with these FPTC as well as any tort claims related to these FPTC. If You are located outside You agree to settle any dispute or action arising out of or in connection with these FPTC as well as any tort claims related to these FPTC, in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The place of arbitration shall be Nijmegen, the Netherlands and the proceedings shall be conducted in the English language.
- 9.4 All notices under these FPTC must be in writing and delivered by hand or nationally recognized overnight courier addressed if to Planon and if to You at the Planon address and Your address, or at such other address as either party shall have furnished to the other in writing. Such notices shall be effective (a) if sent by overnight courier, two (2) business days after mailing, and (b) if sent otherwise, upon receipt.
- 9.5 Neither party shall be liable for non-performance or delay caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, government restrictions, failure or errors of the internet or causes beyond its reasonable control, together: "Force Majeure". Force Majeure also includes force majeure on the part of Planon's suppliers, inadequate compliance by suppliers with obligations, as well as defective goods, materials, software of third parties that Planon uses or is required to use by You.
- 9.6 These FPTC are between Planon and You. No third party beneficiaries are intended. In connection with these FPTC each party is an independent contractor and as such does not have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose.
- 9.7 Subcontractors and Third-Party Products. Planon reserves the right to use third parties (e.g. subcontractors) for the providing of any product or service to be provided under these FPTC, and You hereby consent to such use and if applicable any (additional) terms and conditions imposed by any of such third parties.
- 9.8 Planon and You acknowledge and agree that certain products and/or services under Order Form(s) may also be provided by a Planon Affiliate to You. In such case, the applicable Planon Affiliate shall execute an Order Form directly with You which shall form a separate FPTC between the Planon Affiliate and You only. The terms and conditions of these FPTC shall apply to such Order Form provided that reference in these FPTC to "Planon" shall in such case deemed to be reference to the applicable Planon Affiliate, unless the context in the FPTC and/or Order Form clearly indicates otherwise. If the provisions of an Order Form conflict with the provisions of these FPTC, the provisions of the Order Form will prevail, unless the provisions the FPTC clearly indicate otherwise.

10. Term and termination

- 10.1 These FPTC shall commence on the acceptance of these FPTC and continues until all subscriptions to the Free Product hereunder have expired or have been terminated.
- 10.2 Planon may suspend access and/or terminate the subscription to the Free Product immediately and at its sole discretion, in whole or in part, at any time and for any reason.
- 10.3 Planon shall not be liable to You or any third party for termination of these FPTC in accordance with its terms or any suspension of Your access to, and/or right to use, the Free Product under these FPTC in accordance herewith. Upon the effective date of termination of these FPTC for any reason, You shall cease any use whatsoever of the Free Product and all other information and materials provided by Planon to You under these FPTC. The definitions and the rights, duties and obligations of the parties that by their nature continue and survive shall survive any termination of these FPTC for any reason. Planon is entitled to destroy or otherwise dispose of any You Data after termination of this FPTC.

Data Processing Addendum

This Data Processing Addendum (this “Addendum”) is an addendum to the FPTC between You (or hereinafter also referred to as “controller”) and Planon (or hereinafter also referred to as “processor”). In consideration of the obligations of each party set out in this Addendum, the parties agree as follows:

1. Definitions

- 1.1 Unless otherwise defined in the FPTC, all capitalized terms used in this Addendum will have the meanings given to them below:
- a. “Planon Security Standards” means the security standards attached to this Addendum as Annex 1;
 - b. “Personal Data” means the “personal data” (as defined in the GDPR) that is uploaded by or on behalf of You to the Services and/or processed by Planon under the FPTC;
 - c. “Data Subject” means identified or identifiable natural person to which the Personal Data are related.
 - d. “Documentation” means the documentation of the Services accessible in Planon’s online environment, as updated or amended from time to time, including without limitation the description of the Services and the user guides as available within the Services;
 - e. “EEA” means the European Economic Area;
 - f. “GDPR” means the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679 of the European Parliament) and any national implementing laws as amended or updated from time to time. If You are in the UK: Unless or until it is no longer directly applicable in the UK, thereafter any successor legislation to the GDPR or the Data Protection Act 2018;
 - g. “Processing” has the meaning given to it in the GDPR and “process”, “processes” and “processed” will be interpreted accordingly;
 - h. “Standard Contractual Clauses” means the standard contractual clauses for the transfer of personal data to third countries adopted by the European Commission via its implementing decision of 4 June 2021, or any set out clauses approved by the European Commission which amends, replaces, or supersedes these;
 - i. “Services” means the Planon SaaS Services and/or related services provided by or on behalf of Planon under the FPTC.

2. Data processing

- 2.1 This Addendum applies when Personal Data is processed by Planon. In this context, You act as “controller” and Planon acts as “processor” with respect to Personal Data (each term as defined in the GDPR).
- 2.2 Each party will comply with all laws, rules and regulations applicable to it and binding on it in the performance of this Addendum, including all statutory requirements relating to data protection including GDPR.
- 2.3 Planon will process Personal Data in accordance with Your written instructions, unless required to do otherwise by applicable law, in which case Planon shall provide prior notice to You unless prohibited from doing so by law. You herewith instructs Planon to process Personal Data as required for the provision of Services in accordance with the provisions of the FPTC and this Addendum. Processing outside the scope of this Addendum will require prior written FPTC between Planon and You on additional instructions for processing, including FPTC on any additional fees You will pay to Planon for carrying out such instructions, if applicable.
- 2.4 Planon will not access or use Personal Data, except as necessary to provide the Services to You, unless required to do otherwise by applicable law, in which case Planon shall provide prior notice to You unless prohibited from doing so by a legal regulation.
- 2.5 The subject matter and duration of the processing of Personal Data are as described in Annex 2 of the Addendum.
- 2.6 The nature and purpose of the processing of Personal Data are as described in Annex 2 of the Addendum.
- 2.7 Data Subjects, Categories of data, Special categories of data (if appropriate) and Processing operations are as described in Annex 2 of the Addendum. The following types of sensitive personal data (including images or other information containing or revealing such sensitive data) may not be submitted to the Planon SaaS Services:
- a. government issued identification numbers;
 - b. racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, information concerning health or sex life;
 - c. information related to an individual’s physical or mental health; and information related to the provision or payment of health care;

- d. Other types of sensitive personal data that are classified as special categories of personal data as referred to in Article 9 and Article 10 of the GDPR.
- 2.8 Planon will not disclose Personal Data to any third party, except as necessary to comply with this Addendum, the law or a valid and binding order of a law enforcement agency (such as a subpoena, court order or order of a competent administrative authority). If a law enforcement agency or other third party sends Planon a demand for Personal Data, Planon will attempt to redirect the law enforcement agency or other third party to request that data directly from You. As part of this effort, Planon may provide You's basic contact information to the law enforcement agency or other third party. If compelled to disclose Personal Data to a third party (including e.g. a law enforcement agency), then Planon will give You reasonable notice of the demand to You unless Planon is legally prohibited from doing so.
- 2.9 Planon restricts its personnel from processing Personal Data without authorisation by Planon as described in the Planon Security Standards. Planon will impose appropriate contractual obligations upon its personnel, including relevant obligations regarding confidentiality.
- 2.10 You may specify the datacentre location(s) where Personal Data as part of the Planon SaaS Services under the FPTC will be processed (each location a "Region"). Once You has made its choice, Planon will not transfer Personal Data from You's selected Region(s) except as necessary to comply with the FPTC, the law or a valid and binding order of a law enforcement agency as described in article 2.8 above. The You's choice is indicated on the applicable order form.
- 2.11 The Standard Contractual Clauses will apply to Personal Data that is transferred outside the EEA to any third country or an international organisation not recognised by the European Commission as providing an adequate level of protection of personal data (as described in article 45 of the GDPR). Planon ensures that if Personal Data will be transferred outside the EEA in each situation the appropriate module of the Standard Contractual Clauses has been agreed with the relevant Data Importer (as defined in the Standard Contractual Clauses).

3. Security responsibilities of Planon

- 3.1 Planon shall take all measures required pursuant to Article 32 GDPR. The technical and organisational security measures currently implemented by Planon in this respect are described in Annex 1 of the Addendum.
- 3.2 The technical and organisational measures include the following:
 - a. Planon has implemented and will maintain measures to maintain the security of the Services as set out in the Planon Security Standards;
 - b. Planon has implemented and will maintain measures to control access rights for You employees and contractors in relation to the Services as set out in article 1.1 of the Planon Security Standards. You has implemented and will maintain measures to control access rights to Personal Data.
- 3.3 Planon shall maintain the record of all categories of processing activities carried out on behalf of You as provided by Article 30§2 of the GDPR.

4. Responsibilities of You

- 4.1 You are responsible for reviewing the Planon Security Standards relating to data security and making an independent determination as to whether the Services meet Your requirements.
- 4.2 You shall be responsible for informing Data Subjects of the processing of their data under the FPTC.

5. Certifications

- 5.1 Planon and/or its affiliate(s) hold a ISO 27001 certificate or such other alternative standards as are substantially equivalent to ISO 27001 and agree to maintain an information security program that complies with the ISO 27001 standards or such other alternative standards as are substantially equivalent to ISO 27001 for the establishment, implementation, control, and improvement of the Planon Security Standards.

6. Audits

- 6.1 Planon uses external auditors to verify the adequacy of Planon Security Standards and this Addendum. This audit: (a) will be performed annually; (b) will be performed according to ISO 27001 standards or such other alternative standards that are substantially

- equivalent to ISO 27001; (c) will be performed by independent third party security professionals at Planon's selection and expense; and (d) will result in the generation of a confidential audit report ("Report"), which will be Planon's Confidential Information.
- 6.2 At Your written request, Planon will provide You with a Report in order to enable You to reasonably verify Planon's compliance with the security obligations under this Addendum.
- 6.3 You agree to exercise its audit right by instructing Planon to execute the audit as described in this article. With respect to requests for audits other than described in the previous sentence or other requests or instructions by You, Planon will respond with reasonable effort and provide You with information on Planon standard processes and an estimate of additional fees and costs that You would have to pay before Planon has to grant any requests or instructions that Planon does not offer as part of its standard services. You shall not be obligated to pay such additional fees or costs, unless and until You, at its sole discretion, agrees to such payment obligations in writing. Planon shall not be obligated to meet Your requests or instructions until FPTC on additional payments, if any, is reached, and Planon has received such payments, if any.

7. Data breach notification

- 7.1 In accordance with article 33.2 of the GDPR, Planon shall notify the You without undue delay after becoming aware of a personal data breach (as defined in the GDPR).
- 7.2 You agree that:
- You are responsible for notifying the data breach to the competent authority within 72 hours, if notification to the competent authority is necessary pursuant to article 33 paragraph 1 of the GDPR; and
 - Planon's obligation to report or respond to a personal data breach under this article is not and will not be construed as an acknowledgement by Planon of any fault or liability of Planon with respect to the personal data breach.
- 7.3 Notification(s) of personal data breach, if any, will be delivered to one or more of Your administrators by any means Planon selects, including via email. It is Your sole responsibility that You have provided the accurate contact information of Your administrators.

8. Sub-Processors

- 8.1 You agree that Planon may use other processor(s) ("Sub-processor") to fulfil its contractual obligations under the FPTC. You hereby consents to Planon's use of the Sub-processors listed under Annex 4 hereto, and as described in this article. Planon shall inform You of any intended changes concerning the addition or replacement of any Sub-processor. You shall be entitled to object to such changes – for a compelling reason – vis-à-vis Planon in due course.
- 8.2 Where Planon engages a Sub-processor for carrying out specific processing activities on behalf of the You, similar data protection obligations as set out in this Addendum shall be imposed in writing on that Sub-processor, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of this Addendum as well as generally the mandatory requirements for data processing FPTCs pursuant to Art. 28 GDPR. Planon will remain responsible for its compliance with the obligations of this Addendum and for any acts or omissions of a Sub-processor that cause Planon to breach any of Planon's obligations under this Addendum.

9. Liability

- 9.1 The limitations on liability set out in the FPTC apply to all claims made pursuant to any breach of the terms of this DPA or the GDPR.

10. Conflict

- 10.1 Except as amended by this Addendum, the FPTC will remain in full force and effect. If there is a conflict between the FPTC and this Addendum on the subject matter of this Addendum, the terms of this Addendum will control.

11. Assistance obligations

- 11.1 Planon will assist You, at Your cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the GDPR with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators, in each case to the extent relevant to the processing carried out by Planon.

12. Data return / Data destruction

- 12.1 Upon the expiration or termination of the FPTC, unless otherwise instructed by You, Planon makes available to You data received from You and all data obtained or generated in connection with the Services (including Personal Data). After a prior agreed period, Planon will destruct all data of You, including files, databases and backups. On request of the You, Planon gives proof of such destruction within thirty (30) days from such destruction.

13. Applicable Law / Disputes

- 13.1 This Addendum shall be subject to the same terms and conditions as the FPTC as regards the applicable law and the resolution of disputes.

Annex 1: Planon Security Standards

This Annex describes the technical and organizational security measures and procedures that Planon shall, as a minimum, maintain to protect the security of personal data created, collected, received, or otherwise obtain. Planon will keep documentation of technical and organizational measures identified below to facilitate audits and for the conservation of evidence.

1. Information Security Program

- 1.1 Planon will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) secure Personal Data against accidental or unlawful loss, access or disclosure, (b) identity reasonably foreseeable and internal risks to security and unauthorized access to Personal Data, and (c) minimize security risks, including through risk assessment and regular testing. Planon will designate one or more employees to coordinate and be accountable for the information security program. The information security program will include (but not limited to) the following measures:
- A. Planon's employees, contractors and any other persons entitled to perform the Services are only able to access the Personal Data within the scope and to the extent covered by its access permission (authorization). All services are secured with a login and a password. You has the possibility to adjust the password policy, e.g. the minimum password length and complexity of the password.
 - B. Planon's infrastructure will be electronically accessible to Planon's employees, contractors and any other persons as necessary to provide the Services. Planon will maintain access control and policies to manage what access is allowed to the infrastructure from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. Planon will maintain corrective action and incident response plans to respond to potential security threats.
 - C. Every data You enter into Planon is fully encrypted (AES 256). In case of a data breach the data is not readable for a third party.
 - D. Planon's employees who have access to the Personal Data will be submitted to a background check prior to access, must sign a confidentiality FPTC and an annual awareness program is mandatory. They are not allowed to use the personal data for purpose other than providing Services to the You. Planon will further instruct its staff regarding the applicable provisions on data protection.
 - E. Planon will monitor its suppliers by reviewing the audit reports made available by the suppliers. When deemed needed by Planon other methods will be used to monitor the information security compliance. In case of non-compliance, the supplier will be contacted by Planon to address the issue and find a solution.
 - F. Planon will maintain a disaster recovery plan for its Cloud solution in a way so it will limit the chance of downtime for the You. The disaster recovery plan is tested regularly.

2. Continued evaluation

- 2.1 Planon will conduct periodic reviews of the security of its infrastructure and adequacy of its information security program as measured against industry security standards of Planon's choice.

3. Data breach notice

- 3.1 The Data processor shall notify the Data controller of any violations of the protection of personal data, providing at least the following information:
- A description of the nature of the violation, the categories concerned and the approximate number of individuals and data sets affected;
 - The name and contact details of a contact partner for further information;
 - A description of the likely consequences of the violation;
 - A description of the steps taken in order to rectify or alleviate the violation.

Annex 2: Description of Data Subjects, categories of data and processing operations / Subject matter, duration, nature and purpose of the processing of Personal Data

Data Subjects

Data Subjects include Your employees, agents, advisors, contractors and/or You.

If applicable, additional Data Subjects must be additionally instructed by You and agreed between Planon and You in writing.

Categories of Data

The personal data relating to individuals which is uploaded onto the Services by You and/or processed by Planon and/or a Sub-processor under the FPTC:

- First name and surname;
- Telephone number;
- Gender;
- Email address;
- Password
- Profile picture

If applicable, additional categories must be additionally instructed by You and agreed between Planon and You in writing.

Processing Operations

Processing through or by the Services pursuant to the FPTC.

Subject matter, duration, nature and purpose of the processing of personal data

The subject matter, duration, nature and purpose of the processing of Personal Data as part of the Planon SaaS Services, but not limited to, as follows:

Subject matter: On-line access to Software hosted by Planon on behalf of You.

Duration: As specified in art. 3.1 of the FPTC.

Nature: On-line access to Software hosted by Planon on behalf of You.

Purpose: To enable You access on-line the Software hosted by Planon on behalf of You;
To conclude and carry out the contract between Planon and You;
To comply with legal obligations of Planon.

Contact details of Processor

The contact details for privacy related issues are:

Email: privacy@planonsoftware.com

Phone: (+31) 24 6413135 (ask for security department)

Contact details of Controller

Contact details provided by the start of the trial period

Annex 3: Sub-processors(s) authorised by You

In the link below the Sub-processors which Planon uses in the execution of the FPTC are listed. Further, the list describes the type of Sub-processors, which services they provide to Planon and (if applicable) the location where these services are provided.

Planon reserves the right to update this page from time to time to keep the list of Sub-processors up to date.

The list of Sub-processors is available via the following link: <https://planonsoftware.com/uk/trustcenter/sub-processors/>