

PLANVIEW, INC.
THIRD PARTY CONTRACTOR SERVICES AGREEMENT

STATEMENT OF WORK01

Planview International AB ("Planview") and Andrej Gabara ("Contractor") agree as follows:

1) Contact

Contractor's principal Planview contacts are:

- **Lamar McMechan**
- **Beth Weeks**

2) Services and Deliverables Description

Contractor will provide Planview with the Services and Deliverables described below:

- PPM Pro code development
- PPM Pro code testing
- Transfer of information to other developers and testers

3) Details of Processing of Personal Data [N/A – no access of personal data required]

- α) **Processing of Personal Data.** The processing of Personal Data by Contractor carried out in the work to be done in this SOW shall be defined and permitted per Planview's instructions as stated in the DPA, Exhibit 1.

4) Assumptions

This section 4 defines the assumptions for the engagement under this SOW. For avoidance of doubt, the parties agree that the assumptions set forth below and those if any expressly set out in writing under this SOW are the sole assumptions in relation to this SOW and that any other assumptions (either verbal or under any other written communication) shall not be valid, unless agreed upon in writing by the parties.

- Contractor will be available for transfer of information to the PPM Pro team in the CIC for a minimum of 2 hours per week
- Contractor will continue to lead tier3 investigations

5) Exclusions

This section 6 defines the exclusions (i.e. items that are specifically outside of the scope) of the engagement under this SOW. For avoidance of doubt, the parties agree that the exclusions set forth below and those if any expressly set out in writing under this SOW are the sole exclusions in relation to this SOW and that any other exclusions (either verbal or under any other written communication) shall not be valid, unless agreed upon by the parties in writing.

- Travel – no travel or related travel expenses are included in this SOW as none will be required.

6) Compensation and Expenses

[TIME AND MATERIAL]

- a. In consideration of Contractor's performance of the Services and delivery of Deliverables, Planview shall pay to Contractor the fee in the amounts or the rates and manner specified below. The fee is inclusive of all costs and expenses.
- b. This SOW itemizes **Twenty-Five Thousand Dollars (\$25,000.00 USD)** to cover the Services and Deliverables. Total fees for the Services and Deliverables rendered under this Statement of Work are not-to-exceed **Twenty-Five Thousand Dollars (\$25,000.00 USD)** (the "**Allocation**"). In no event shall Contractor invoice nor shall Planview be responsible for any amount in excess of the Allocation, unless an increase in the Allocation is authorized in accordance with the Change Management process, defined herein.
- c. In addition to any periodic financial status reports that may be required of Contractor by Planview, at such time that the cumulative fees and expenses invoiced shall have reached eighty percent (80%) of the Allocation, Contractor shall notify Planview and confirm if the funds remaining in the Allocation are, or are not, sufficient to complete the work effort and associated expenses (the "**Contractor Review**"). Should the Contractor Review indicate that additional funds are required (beyond those remaining in the Allocation) to complete the work effort, Contractor shall coordinate with Planview such that at the sole direction of Planview, Planview may elect to either (i) terminate this SOW at such time the funds in the current Allocation are exhausted; or (ii) increase the Allocation by an amount sufficient to cover the fees and expenses for the work effort remaining for this SOW.
- d. The time and materials fees identified herein are based upon the following resources, rates, and estimated duration. These rates will apply to any time and material based services that may also result from the change management process

FEE				
Contractor Name	Role	Hourly Rate	Hours	Fee
Andrej Gabara	Java Developer	USD\$100.00	250	USD\$25,000.00
Total				USD\$25,000.00

7) Term/Period of Assignment

This SOW shall be effective from January 1, 2024 ("Start Date") and continue in force until the Services and/or Deliverables have been completed, however no later than June 30, 2024 ("End Date"). If the Services and Deliverables described above are not complete by the End Date, without prejudice to Planview's rights and remedies it may have under the Agreement and at law, the term may be extended only upon approval by the Planview authorized representative, at which time another SOW will be provided to Contractor for the remaining work to be completed.

8) Location Where Services Are To Be Performed

- a. On-Site Requirements – None
- b. Off-Site Requirements – Work will be 100% remote. Work will be performed from Germany.
- c. Remote Access Requirements – Contractor will require VPN write access to AWS PPM Pro Dev account and VPN read access to AWS PPM Pro prod account (same access currently provisioned).

9) Reviews and Acceptance Criteria:

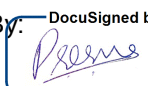
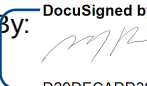
Contractor shall provide monthly progress reports summarizing completed and ongoing work.

The testing and acceptance requirements set out in this Statement of Work set out the tasks, roles and responsibilities in relation to the testing and acceptance of the Services and Deliverables under this SOW.

- Testing Requirements
 - Contractor will test all code changes before merging into Main branch of the codebase
- Acceptance Criteria
 - Contractor will ensure that all automation test suites are passing before promoting code into production
 - Contractor will review all code changes with the PPM Pro team for approval before merging code

10) Change Management

Planview may desire to change the Services and/or Deliverables following the execution of this SOW. If so, Planview will submit a written change order to Contractor describing such changes in appropriate detail (a "Change Order"). If a Change Order does not require Contractor to incur any additional material costs or expenses, then Contractor will make such modifications within ten (10) business days of Contractor's receipt of Planview's Change Order. If a Change Order does require that the Contractor incur additional material costs or expenses, then Contractor in good faith will provide Planview with a written, high level, non-binding assessment of such costs and expenses and the time required to perform the modifications required by the Change Order, within ten (10) business days of Contractor's receipt of Planview's Change Order. Planview will notify Contractor as to whether Planview wishes Contractor to implement such Change Order based on such response. Planview will compensate Contractor for implementation of a Change Order in accordance with the terms and conditions of the relevant Change Order and Contractor's statement, as provided prior to Contractor's implementation of the Change Order, if any, and accepted by Planview in writing. Contractor's implementation of a Change Order shall not delay the performance of Services and/or the delivery of Deliverables not reasonably affected by a Change Order.

Planview, Inc. 12301 Research Blvd. Research Park Plaza V, Suite 101 Austin, Texas 78759	Andrei Gabara Am Alten Kalkwerk 33 66129 Saarbruecken, Germany
By:  DocuSigned by:	By:  DocuSigned by:
Name: <u>Preetna Sachdeva</u>	Name: <u>Andrej Gabara</u>
Title: <u>Chief Accounting Officer</u>	Title: <u>Software Developer</u>