

## GENERAL TERMS

Welcome to Planday! Thank you for becoming a Planday customer.

Before you start using Planday, we need you to look through these General Terms. They set out our commitments to you and also explain your legal rights and obligations. We have done our best to explain it all without using too much jargon so that it is clear what we expect from you and what you can expect from us. To make things easier, we have included summary paragraphs at the beginning of each section to give you an insight into what's coming up.

If you have questions or comments after you've read these General Terms, please contact [support@planday.com](mailto:support@planday.com). We'd love to help.

## HOW TO READ THESE GENERAL TERMS

*In this section, we set out the definitions and describe the way these General Terms should be read.*

### 1. You and Planday:

- When we say **you** or **your**, we mean both you and any entity or firm you are authorised to represent.
- When we say **Planday**, **we**, **our** or **us**, we mean the Planday entity you contract with. This will depend on the edition of the Planday product you subscribe to. Clause 64 (*Planday contracting entities; law and venue*) shows which Planday entity you are contracting with.

### 2. What words mean: When you see a word in bold, it will have the same meaning every time it is used in these General Terms.

- **Services** means all of the software and support services we provide to you now or in the future. You can find more details about the services in the documentation.
- **Documentation** means the documents we give you which describe the services and instructions for the services.
- **Software** means the online software applications we provide to you as part of the services, including our staff rota software 'Planday'.
- An **user** is a natural person being one of your employees or contractors who use our services as part of your subscription. A user can also be someone working at your clients, who has been authorised by us as a user.
- Your **subscription order** sets out the subscription plan, fees and the start date of your subscription and other conditions specific to you.

## USING PLANDAY

*In this section, we explain what you are getting by signing up and the way our services work.*

3. **The right to use our services:** By signing up to use our services, you agree that you are fully responsible for controlling how your subscription is managed and who can access it.
  - You can use our services for as long as you continue to pay for your subscription or until the subscription is terminated or your access is cancelled.
  - You may only use our services for your internal business operations and in the country in which you are based.
4. **Access to your subscription:** You control who accesses your subscription and the type of access the user has. You can change or stop that access at any time and you are responsible for resolving any disputes with any users relating to access.
5. **Users:** You are responsible for your users' activity and for making sure they use the services in line with these General Terms and all applicable laws and regulations.
6. **Passwords:** You must protect both your users' and your usernames and passwords from getting stolen or misused. You must ensure that your users' and your passwords are very strong and not easily guessable. The stronger the password the better!
7. **Delays:** We rely on you for some things so that we can provide the services to you. To help us do that, you agree to carry out all your obligations to us in a timely manner. If you cause a delay, we may need to change any agreed timetable or delivery schedule and we reserve the right to charge our current standard rates for any additional time spent or work done because of any delays caused by you. We also reserve the right to claim from you any reasonable additional costs we may incur.
8. **When we introduce new or revised services:** Since we're always thinking about how to make Planday the best it can be, we regularly expand our services. For new or updated services, there might be additional terms. We'll let you know what those terms are before you start using those services.
9. **What we own:** We own everything we've put into our services unless otherwise stated and excluding content owned by others. This includes rights in the design, compilation, and look and feel of our services. It also includes rights in all copyrighted works, trademarks, designs, inventions, and other intellectual property. You agree not to copy, distribute, modify or make derivative works of any of our content or use any of our intellectual property rights in any way not expressly permitted by us.

## DO'S AND DON'TS

***This section is super important because it outlines how you can (and can't) use our services.***

10. **Help using our services:** We provide a lot of guidance and support to help you use our services. You agree to use our services only for lawful business purposes and in line with these terms, the instructions and guidance we provide.
11. **Limitations:** Some of our services may be subject to usage limits. We'll tell you about these usage limits.
12. **No-charge or beta services:** Occasionally we may offer a service at no charge – for example a beta service, or a time-limited trial account. Because of the nature of these services, you use them at your own risk.
13. **While we can't cover everything here, we do want to highlight a few examples of things you and your users mustn't ever do:**
  - access or assist others to access any system without permission.
  - access all or any part of the services or documentation to build a product or service which competes with our services.
  - copy or make available any information or material (excluding your data) we provide you with to anyone else who is not an user.
  - introduce or upload anything bad to our services such as viruses or other malicious code.
  - do anything with the service and the software that you shouldn't be doing such as breaching law or infringing the rights of others.
  - modify, copy, adapt, reproduce, disassemble, decompile, reverse engineer or extract the source code of any part of our services.
  - resell or provide our services in any way not expressly permitted through our service.
  - resell or sublicense any leads or data accessed through our services.
  - be abusive or disrespectful to someone who works for Planday or one of our customers, for example when you are dealing with our support teams.

Nothing in this section limits any of your rights under your local applicable laws, except as permitted by those laws.

14. **Your information:** You must keep your information (including a current email address and the billing email address) up to date. You are responsible for providing true, accurate and complete information, and for checking the accuracy of any information that you use from our services for your legal, tax and compliance obligations. If we ask you to, you agree to:
  - provide us with a list of current users as soon as possible, and
  - provide the co-operation we need so that we can comply with law when we provide the services to you.

## USERS

***Our services are designed to be used by a set number of people. This section describes how you can change that number.***

15. **Number of users:** You must make sure that our services are not used by more users than you have purchased licences for. At any time during your subscription, you can:
  - **increase** the number of users by buying and activating additional licences. The additional licences will be subject to these General Terms and run from the date you activate them. We will bill you a prorated amount on your next invoice for the part of the month following the activation date.
  - **reduce** the number of users provided that you always pay the minimum billable amount. If the number of licences falls below the minimum billable amount agreed in your subscription order, then you will still be invoiced for the minimum billable amount. Any reductions to the number of licences will take effect from the first day of your next subscription period and be reflected on the invoice for the following billing period. Any prorated amount will not be credited.
  - **reassign your user licences** to other users. If you do this, an user licence must be reassigned to another user completely, and the previous user must be deactivated and no longer access or use any part of the services. This is to prevent the same user licence from being used by more than one person at the same time. If you do that, we will charge you for the additional licences you need.
  
16. **Exceeding the number:** If you exceed the number of permitted users set out in your subscription order, we may retroactively charge you additional licence fees.

## AVAILABILITY, MODIFICATIONS, SUPPORT

***We always strive to minimise any downtime, but sometimes it is necessary so we can keep our services updated and secure. You also may have occasional access issues and may experience data loss, so backing up your data is important.***

17. **Availability:** We try to maintain the availability of our services and provide online support 24 hours a day, although we are unable to guarantee full availability. Occasionally, we need to perform maintenance on our services, and this may require a period of downtime. Where planned maintenance is being undertaken, we will attempt to tell you in advance but cannot guarantee it. If you are dissatisfied with our service due to downtime or access issues, your only recourse is to opt out of auto-renewals in accordance with clause 42 (*Auto-renewals*).
  
18. **Access issues:** Occasionally, you might not be able to access our services and your data due to internet access and network issues outside our control. This might happen for any number of reasons, at any time.

19. **Modifications:** We often release new updates, modifications and enhancements to our services and, in some cases, we discontinue features. When this happens, we will try to notify you where we can - for example, by email, on our blog, or within our services when you log in.
20. **Changes that have a negative impact:** If any modification is a material change to the functionality, compatibility or interoperability of the software and is detrimental to you, then we will tell you about the proposed material change at least 30 days before the change goes live. If you object to the material change, you may terminate your subscription exceptionally by giving us written notice within 21 days of being notified. Your subscription will terminate when the change goes live. If you have not given written notice within this time, you will be deemed to have accepted the change.
21. **Problems and support:** If you have a problem, we have excellent support available in the Planday Help Center that should help you with most situations.

## DATA AND PRIVACY

***Planday uses your data to provide our services to you. Our data processing agreement is an important part of these General Terms and they describe in more detail how we deal with your personal data.***

22. **Use of data:** We respect your privacy and take data protection very seriously. Our privacy policy, data processing agreement and cookies policy are available on our legal page on our website to provide you with more information on how we use data. This includes how we use and process on your behalf the personal data you enter into our software and the safeguards we've put in place to respect your privacy. Your use of the services means that you agree to our data processing agreement and cookies policy and that you have read and understood our privacy notice.
23. **Your data:** Any data that you or your users upload onto our software is data that you own and have rights to, re. the data processing agreement. You have responsibility for the legality, reliability, integrity, accuracy and quality of your data. We reserve the right to delete or cease processing any of your data that we on the basis of a specific assessment has deemed unlawful, defamatory, obscene, corrupted or containing a virus. You grant us a licence to anonymise (where feasible), use and back up all of your data to:
  - enable us to provide our services
  - allow us to improve, develop and protect our services
  - create new services and software and
  - communicate to you about your subscription.

You must ensure there is a valid legal basis for all processing and further processing of personal data. This includes informing data subjects about the purposes of the processing and further processing of their personal data where required.

24. **Data Loss:** Data loss is an unavoidable risk when using any technology. You're responsible for maintaining copies of your data entered into our services. For information on how to do that, check out on the Planday Help Center how to export data out of Planday. We are not responsible for any data loss caused by a third party, except for our subcontractors. Where there is data loss or damage to your data, your only recourse is that we will do our best to restore the loss or damage to your data from the latest backup of your data that we've maintained.

## CONFIDENTIAL INFORMATION

***We take reasonable precautions to protect your confidential information and expect that you'll do the same for ours.***

25. **Keeping it confidential:** While using our services, you may share confidential information with us, and you may become aware of confidential information about us. You and we both agree to take reasonable steps to protect the other party's confidential information from being accessed by unauthorised individuals or businesses. You or we may share each other's confidential information with our group companies and with legal or regulatory authorities if required to do so.

## SECURITY

***We take security seriously and you should too! We take precautions to protect your confidential information and expect that you'll do the same for ours.***

26. **Security safeguards:** We have invested in technical, physical and administrative safeguards to do our part to help keep your data safe and secure. Read more about these measures on our website and in the data processing agreement. Although we cannot guarantee absolute security, we've taken reasonable steps to help protect your data. We may notify you if we have reason to believe that someone has accessed (or may be able to access) your account without authorisation and we may also restrict access to certain parts of our services until you verify that access was by an authorised user.
27. **Account security features:** We may introduce security features to make your account more secure, such as multi-factor authentication. Depending on where you are in the world or what services you're using, we may require you to adopt some of these features. Where we make the use of security features optional, you're responsible (meaning we're not liable) for any consequences of not using those features. We strongly encourage you to use all optional security features.
28. **Playing your part to secure your data:** You have an important part to play by keeping your login details secure, not letting any other person use them, and making sure you have strong security on your own systems. If you realise there's been any unauthorised use of your password or any breach of security to your account or email address linked to your account, you need to let us know immediately. You also agree not to use free-form fields in any of Planday's systems or services to store personal data (unless it's a field explicitly asking for personal data - like a first name or a last name), credit card details, tax identifiers or bank account details.

## PRICING

***Unless you are in a free trial or other offer period, you will need to pay for a subscription based on the pricing of your selected plan. The subscription plan and fees are explained when you select your pricing plan. If payment is late, we may have to suspend the services. To avoid delayed or missed payments, please make sure we have accurate payment information.***

29. **Planday pricing plans:** To use our services you must pay the fees set out in your subscription plan. Please bear in mind that licences are invoiced in blocks of 5 users, unless otherwise set out in your subscription plan. We may also charge you for additional services or for using certain features within Planday which attract additional fees, but we'll tell you about those (including the list prices) before you use them.
30. **Invoicing:** Planday will invoice you for the fees in advance on either a monthly, quarterly or annual basis. Planday may change the invoice frequency, but we will give you reasonable advance notice if we do. You must pay the amount due within 8 days of the invoice date, unless your subscription order or invoice says another time frame.
31. **Late payments:** If your payment is late, we may charge you interest for each day between the due date and the payment date. The annual interest rate will be 4% over the then-current base rate of the relevant central bank of the country where the choice of law is (see clause 63 *Planday contracting entities; law and venue*). We may also pass on to you the administrative costs of seeking payment from you.
32. **Changes to fees:** Sometimes we may need to change the fees in your pricing plan. We'll always give you at least 30 days notice before the increase goes live. You may cancel your subscription exceptionally by giving us written notice within 21 days of being notified but only if we increase by more than 5% of the current total fees in your pricing plan. Your subscription will then end when the increase goes live.
33. **Reduction in general charges:** If we generally reduce the long term price at which we offer a specific product to the market in which country the Planday contracting entity is in, and you use that product as part of your subscription plan and you are scheduled to pay the original higher price for the product, then you may request a commensurate decrease in the price that you pay. Planday will give reasonable consideration to any such request.
34. **Taxes for your use of our services:** Depending on your region, the fees may be inclusive or exclusive of transactional taxes (like VAT and GST). You're responsible for paying all other external fees and taxes associated with your use of our services wherever levied. Your responsibility includes withholding tax if it applies in your region unless we already process that withholding tax. We may collect geographical location information to determine your location, which may be used for tax purposes. This means the location information you give us must be accurate for tax residency purposes.

## LIABILITY AND INDEMNITY

***This section is important as it outlines the liability terms between you and us, so please read it carefully. This section will continue in force after the termination of the contract for whatever reason.***

35. **Disclaimer of warranties:** Our services and all third-party products are made available to you on an “as is” basis. Subject to the exclusion in section 57 (*Exclusion*), we disclaim all warranties, express or implied, including any implied warranties of non-infringement, compliance, merchantability and fitness for a particular purpose. We do this to keep our prices low otherwise we would need to increase our prices to build in the additional risk premium and we would prefer not to do that. Just to make it clear, Planday does not represent or warrant that:

- the operation and supply of the software will meet your requirements or will be uninterrupted or error-free.
- functions contained in the software will operate in combination with other software and systems you use.
- the software is free of viruses, inaccuracies, errors, bugs or interruptions, or is reliable, accurate, complete or otherwise valid.

36. **Labour laws & regulations:** In some countries, we provide support on interpretation of labour laws and regulations:

- We do not represent or warrant that the information about labour laws and regulations within the software are either fully compliant or always up to date with any labour laws or regulations.
- It is your own responsibility to ensure compliance with labour laws and regulations and it is your responsibility to verify that the information about labour laws and regulations in the software and its functionalities is correct and applicable to you.
- You must read the Planday Help Center articles, in-product disclaimers and implement the manual workarounds that are required where some regulated features cannot be automated.

37. **Limitation of liability:** Other than liability that we can’t exclude or limit by law, our liability to you in connection with our services or these terms, in contract, tort (including negligence) or otherwise, is limited as follows:

- We have no liability arising from your use of our services for any loss of revenue or profit, loss of goodwill, loss of customers, loss of capital, loss of anticipated savings, legal, tax or accounting compliance issues, loss of time spent by your employees or consultants in connection with the services, damage to reputation, loss in connection with any other contract, or indirect, consequential, incidental, punitive, exemplary or special loss, damage or expense.
- For loss or corruption of your data, our liability will be limited to taking reasonable steps to try and recover that data from our available backups.



- Our total aggregate liability to you in any circumstances is limited to the total amount you paid us for your subscription in the 12 months immediately preceding the date on which the claim giving rise to the liability arose.
- Nothing in these General Terms excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited. This section does not exclude or limit liability arising out of either party's fraud or willful misconduct, or for damage to health, body or life.

38. **We indemnify you:** If someone makes a claim against you for using our software in a way that infringes their intellectual property rights, we will help defend or settle the claim at our expense and we will reimburse you for any losses, expenses or damages you face (unless the claim is because of something you did). But you need to tell us about the claim promptly and give us control over how we deal with it. We won't cover costs or expenses that you incur without our consent, or if the claim against you arises from unauthorised modifications or use of the software.

39. **You indemnify us:** If someone makes a claim against us because of something you or your user did while using our services, our software or a third-party product, you will be responsible for and reimburse us for any losses, costs (including legal fees), expenses, or damages we face unless the claim is because of something we did.

## TERM AND TERMINATION

*This section describes the length of your subscription, how the subscription auto-renews and the rights you or we may have to terminate your subscription.*

40. **Subscription start date:** Your subscription begins on the day the service is first made available to you or the date specified in your subscription order (if earlier).
41. **Subscription period:** Your subscription will be run for an initial 12 month subscription period, unless otherwise agreed.
42. **Auto-renewals:** When your subscription period ends, the subscription will automatically renew for additional periods of the same duration of the previous one unless you give notice at least 30 days before the current period expires. For more information, check out how to cancel a subscription in our Planday Help Center.
43. **Termination by you:** You may terminate your subscription immediately by writing to us at [support@planday.com](mailto:support@planday.com) if we materially breach any of these General Terms and we do not remedy the breach within 60 days after receiving your notice to remedy the breach.
44. **Termination or suspension by Planday:** We may terminate your subscription or parts of it at any time by providing you with one month's written notice in advance. We may also terminate or suspend your subscription or access to all or any data immediately if:
- you breach any of these terms and do not remedy the breach within 30 days after receiving notice of the breach.
  - you breach any of these terms and the breach cannot be remedied.

- you fail to pay your fees.
- you or your business become insolvent, your business goes into liquidation or has a receiver or manager appointed over any of its assets, you become insolvent or make any arrangement with your creditors, or become subject to any similar insolvency event in any jurisdiction.
- required to do so by law, a government or a regulatory body.
- the software is subject to an attack, virus or unauthorised access.
- We reasonably believe a suspension of the software is necessary for the purposes of protecting us, the software, you or our other customers.

Any re-activation of the services following suspension or discontinuation may be subject to a fee.

45. **Consequences of termination:** When our contract terminates, all licences granted by us to you under our contract will terminate immediately and you will immediately cease to use all of our services, software, documentation and intellectual property rights. Any rights, remedies, obligations or liabilities that either you or we had before termination will not be affected
46. **No refunds:** If our contract with you expires or is terminated for any reason (except if you terminated the contract because Planday breached the contract), you will not be entitled to any refund of fees or other remuneration paid to us, whether or not you paid in advance.
47. **Retention of your data:** If you or we terminate a subscription, we retain the data submitted or created by you in a standard format for 14 days for you to export. If you need any additional help in exporting your data, we will try to provide this. We will invoice you in line with our current time and material rates. We retain data in case you need it as part of your record retention obligations for up to 120 days after the expiry or termination of our contract. After this we may permanently delete your data. You can get in touch with us to have your data removed completely before the 120 days limit if you wish. You may be obliged by law to retain certain records, which means you are responsible for exporting all such data.
48. **Termination of the Data Processing Agreement:** If you terminate the Data Processing Agreement, this will automatically result in cancellation of your contract as of the same date. There will be no refund or prepayments, and any notice period will be capitalized and charged to you. In any case all relevant clauses and instructions in our Data Processing Agreement will survive any termination or cancellation of the Data Processing Agreement for up to 120 days after the expiry or termination of our contract for us to comply with the above clause 47.

## DISPUTES

***This section outlines how disputes may be resolved.***

49. **Dispute resolution:** Most of your concerns can be resolved quickly and to everyone's satisfaction by contacting our support team. If we're unable to resolve your complaint to your satisfaction, you and we agree to resolve such disputes in accordance with the agreed choice of law and venue - see clause 63 (*Planday contracting entities; law and venue*).

## IMPORTANT HOUSEKEEPING

*Here we set out some additional terms. Take a read as they cover important issues.*

50. **Authority:** If you are accessing or using our services on behalf of your organization, you represent that you are authorized to accept these General Terms on its behalf and that your organization accepts and agrees to these General Terms.
51. **Feedback:** We love receiving feedback from our valued customers. You allow us to use your feedback to improve our services and to use that feedback along with your name, logos and the fact that you are our customer in our advertising materials.
52. **Order of priority:** Even though they are meant to be read together, if there are any inconsistencies between documents, the following order of priority will apply:
- your subscription order
  - any addendum to these General Terms
  - these General Terms
  - any Product Terms and
  - the data processing agreement.

Note that the data processing agreement will take precedence in relation to the processing of personal data but not in respect of the 'Liability and indemnity' section above.

53. **Subcontractors:** We may engage and use subcontractors at any time, without your prior consent. Our use of sub-processors in relation to processing of personal data is regulated in the data processing agreement. We will be responsible for our subcontractors' and sub-processors' compliance with our obligations under these General Terms and the data processing agreement.
54. **No professional advice:** Just to be clear, we are not a professional services firm of any sort, and we aren't in the business of giving any kind of professional advice. We know our business well and have some valuable insights to market regulations and trends, and we may provide you with information we think might be useful in running a business, but this should not be seen as a substitute for professional advice and we aren't liable for your use of the information in that way.
55. **Events outside our control:** We do our best to control the controllable. Neither party is liable to the other for any failure or delay in the performance of any of our obligations (except payment obligations) under these General Terms arising out of any event or circumstance beyond our reasonable control ("Force Majeure").
56. **Notices:** Any notice you send to us must be in writing and sent to [support@planday.com](mailto:support@planday.com). Any notices we send to you will be sent to the email address you've provided us through your subscription or in your subscription order.
57. **Exclusion:** In some countries, there may be non-excludable warranties, guarantees or other rights provided by law (**non-excludable guarantees**). They still apply – these terms do not

exclude, restrict or modify them. Except for non-excludable guarantees and other rights you have that we cannot exclude, we are only bound by the express promises made in these General Terms. Our liability for breach of a non-excludable guarantee is limited, at our option, to either replacing or paying the cost of replacing the relevant service (unless the non-excludable guarantee says otherwise).

58. **Excluded terms:** The terms of the United Nations Convention on Contracts for the Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) do not apply to these General Terms.
59. **Blocking your access, disabling your subscription, or refusing to process a payment:** As our sites are global, different laws may apply in different countries that restrict our relationship with you. We may block your access, terminate your subscription, or refuse to process a payment if we reasonably believe there's a risk associated with you, your organization, your subscription, or a payment. You must not be located in a sanctioned country and must not be on a sanctioned persons list. We may also block users from a country if we can't receive payments from that country. You should check what payment methods are available in your country for making payments. We may take any of these actions without notice.
60. **Assignment by Planday:** We may assign any of our rights or obligations in these General Terms to another Planday entity without your approval. Planday entities are Xero Limited (a New Zealand company with registration number 1830488) or the companies controlled by or under common control with Xero Limited.
61. **Sublicences and transfer by you:** You may not grant any sub-licence for the licence granted to you in these General Terms. You may not transfer or assign any of your rights under these General Terms to anybody else.
62. **Changes to these General Terms:** We sometimes need to change these General Terms. But don't worry, changes won't apply retrospectively. You can keep track of changes to our General Terms by referring to the version and the date last updated at the top of the General Terms.
- If a change isn't material, we may not necessarily notify you.
  - If we, acting reasonably, think that a change is a material change, we'll endeavour to provide you with 30 days' notice before it becomes effective (but we may not be able to if we need to make changes sooner for reasons we don't have control over). When we notify you, we'll do it by email or by posting a visible notice through our services. If the change fundamentally and detrimentally changes the nature of the rights granted to you in these General Terms, you may terminate your subscription exceptionally by writing to us at [support@planday.com](mailto:support@planday.com) no more than 21 days after our notice to you. If you have not terminated before the changes take effect, then you have accepted the change.
63. **Enforcement of terms:** This agreement constitutes the entire agreement between you and us. If there is any part of these General Terms that either one of us is unable to enforce, we will ignore that part but everything else will remain enforceable.

64. **Planday contracting entities; law and venue:** Our contracting entities are listed below, along with which law and venue apply in any dispute there may be between us.

**Planday edition: Denmark**

Planday entity: Planday A/S  
Address: Kuglegårdsvej 7, 1434 Kbh. K., Denmark  
Registration: CVR. 27666248  
Law: Danish  
Venue: City Court of Copenhagen

With the exception of the countries listed below, Planday A/S will be the contracting entity for contracts in the rest of the world.

**Planday edition: Germany**

Planday entity: Planday GmbH  
Address: Gerhofstrasse 1-3, 20354 Hamburg, Germany  
Registration: HRB 144856  
Law: German  
Venue: Courts of Hamburg

**Planday edition: Norway**

Planday entity: PLANDAY NORWAY AS  
Address: Rådhusgata 4, 0151 Oslo, Norway  
Registration: 912 179 559  
Law: Danish Law  
Venue: The City Court in Copenhagen

**Planday edition: United Kingdom**

Planday entity: Planday Ltd  
Address: 7th Floor, Rolling Stock Yard, 188 York Way, London N7 9AS  
Registration: 09103508  
Law: Laws of England and Wales  
Venue: Courts of England and Wales

**Planday edition: USA**

Planday entity: Planday Inc.  
Address: 12130 Millennium Drive, Los Angeles, USA  
Registration: 5807470  
Law: State of California, USA  
Venue: Courts of the state of California, USA  
Planday Inc. will also be the contracting party for customers from Canada.