

IMPORTANT INFORMATION – READ CAREFULLY

UNLESS YOU HAVE OBTAINED PERMISSION TO USE THE PLATFORM UNDER A SEPARATE, DULY SIGNED AGREEMENT WITH GOODDATA, OR UNLESS YOU HAVE AGREED TO THE TERMS OF USE FOR GOODDATA FREE OR GOODDATA GROWTH, ACCESS TO THE PLATFORM IS PROVIDED UNDER THE FOLLOWING TERMS AND CONDITIONS AND ANY SUPPLEMENTAL TERMS REFERENCED BELOW AND YOUR RIGHT TO USE THE PLATFORM IS CONDITIONED UPON YOUR ACCEPTANCE OF, AND COMPLIANCE WITH, THESE TERMS.

IF YOU DO NOT ACCEPT THE APPLICABLE TERMS AND CONDITIONS AND YOU DO NOT HAVE AN APPLICABLE SEPARATE SIGNED AGREEMENT AS REFERENCED ABOVE, YOU MAY NOT USE, ACCESS OR COPY THE PLATFORM AND YOU MUST DELETE ANY COPIES OF IT FROM YOUR SYSTEMS.

GOODDATA ANCILLARY SERVICES TERMS OF USE

Updated: 07/01/2020

These Terms of Use (“**TOU**”) set out the terms and conditions governing the use of GoodData Corporation’s (“**GoodData**,” “**We**,” “**Us**” or “**Our**”) Ancillary Services. These TOU are automatically incorporated by reference into the relevant agreement between You and GoodData governing Your use of the Platform that You are authorized to use, if any, and where no such agreement exists, these TOU are automatically incorporated into the Production Terms of Use available at: <https://www.gooddata.com/terms-of-use/current/#production> (the “**Agreement**”). In the event of a conflict between this TOU and the Agreement, the terms and conditions of this TOU shall prevail solely with respect to the subject matter of this TOU.

1. Ancillary Services.

You entered into the Agreement to access the Platform and Ancillary Services as set forth therein. In connection with Your use of the Platform, You may contract to retain GoodData to provide You with the Ancillary Services set out in the applicable Statement of Work. The delivery of the Ancillary Services is expressly conditioned on Your acceptance of the terms and conditions of this TOU and the Agreement.

2. Statements of Work.

You will order Ancillary Services by executing one or more written Statements of Work. GoodData shall not be obligated to deliver such Ancillary Services until You and GoodData enter into one or more written Statements of Work specifically identifying the Ancillary Services to be delivered by GoodData. If applicable, a Statement of Work shall identify the Ancillary Services that You requests GoodData to provide, the duration of the Ancillary Services, the fees payable by You for the Ancillary Services, and the payment structure. To be effective, each Statement of Work must reference the Agreement, and be agreed to in writing by authorized representatives of GoodData and You, and once so agreed upon will be incorporated herein by reference. If no Statement of Work is executed in connection with the performance of the Ancillary Services, a GoodData invoice referencing Agreement response to Your correct purchase order shall be GoodData’s acceptance of the Ancillary Services transaction.

3. Performance of Ancillary Services.

GoodData will perform the Ancillary Services using such resources as GoodData deems necessary in accordance with the terms and conditions of this TOU, the Agreement and the applicable Statement of Work. The Ancillary Services shall be performed solely in relationship to Your use of the Platform granted by GoodData to You under the Agreement. All terms of the Agreement and Statement of Work that are not specifically amended herein will remain in full effect. Nothing in this TOU grants You any rights to the Platform other than as explicitly stated herein. If GoodData personnel are working on Your premises: (a) You will provide a safe and secure working environment for such personnel; and (b) GoodData will comply with all reasonable workplace safety and security standards and policies that are applicable to Your employees and of which You notifies GoodData in writing in advance of the commencement of any Ancillary Services hereunder.

4. Your Responsibilities.

You will provide GoodData with access to Your sites and facilities during Your normal business hours as reasonably required by GoodData to perform the Ancillary Services. You will also make available to GoodData any data, information and any other materials reasonably required by GoodData to perform the Ancillary Services, including, but not limited to, any data, information or materials specifically identified in the Statement of Work.

5. Relationship of the Parties.

GoodData is performing the Ancillary Services as an independent contractor, not as an employee, agent, joint venturer or partner of You. GoodData acknowledges and agrees that its personnel are not eligible for or entitled to receive any compensation, benefits or other incidents of employment that You makes available to its employees.

6. Fees and Compensation.

As consideration for the Ancillary Services, You will pay GoodData fees in accordance with the terms set forth in the applicable Statement of Work.

7. Ownership.

As between Customer and GoodData, GoodData reserves all rights, title and interest, including all Intellectual Property rights in and to the GoodData Technology, Deliverables from GoodData Ancillary Services, the Services, Documentation, APIs, and other GoodData Intellectual Property, including but not limited to and all modifications to any of the foregoing made by or for GoodData and all work product developed or created by GoodData, including during the course of providing Support Services or Ancillary Services ("**GoodData IP Rights**"). Other than as expressly set forth in this Agreement, no license or other rights in the GoodData Technology or GoodData's Intellectual Property, including derivative works therefrom ("**GoodData Derivatives**"), are granted to Customer. GoodData acknowledges that, as between GoodData and Customer, Customer retains any ownership rights it may have in interfaces, extensions, or custom code independently developed by it to integrate or interoperate with GoodData Subscription Services and/or results from Ancillary Services performed hereunder ("**Customer Developments**") including those made using reference to APIs provided by GoodData, as authorized and without violation of this Agreement, or GoodData's IP Rights. To the extent any GoodData Derivatives are created by or on behalf of Customer or otherwise arise in whole or in part out of Customer's access to or use of the GoodData Intellectual Property, Customer hereby assigns to GoodData all worldwide right, title and interest in and to such GoodData Derivatives, including all intellectual property rights therein. Customer will assist GoodData, or its designee, at GoodData's expense, to secure GoodData's ownership rights in such GoodData Derivatives. To the extent, if any, that any GoodData Derivatives are not fully assignable as contemplated herein, then without limiting any other right or remedy of GoodData hereunder, Customer hereby grants to GoodData a perpetual, irrevocable, fully paid-up, transferable, sub-licensable, exclusive, worldwide right and license to fully exploit such GoodData Derivatives co-extensive with ownership rights. Customer further waives any "moral" rights or other rights with respect to attribution of authorship or integrity of such GoodData Derivatives Customer may have under any applicable law.

8. Warranty.

GoodData warrants that, for a period of ninety (90) days from the completion of the Ancillary Services (the "**Warranty Period**") the Ancillary Services will be performed in a professional and workmanlike manner consistent with applicable industry standards. If during the Warranty Period, GoodData receives from You a written notice of the Professional Service's non-conformance with the provisions set forth in this Section 9, GoodData will, as Your sole and exclusive remedy and GoodData's entire liability for any breach of the foregoing warranty, at its sole option and expense, promptly re-perform the non-conforming Ancillary Services or refund to You the fees paid for the non-conforming Ancillary Services. THE FOREGOING STATES YOUR SOLE AND EXCLUSIVE REMEDY FOR WARRANTY CLAIMS RELATED TO THE ANCILLARY SERVICES.

9. Entire TOU.

The parties acknowledge that they have had previous discussions related to GoodData's performance of Ancillary Services for You. This TOU, together with any Statements of Work or Order incorporated herein by reference and the Agreement, constitute the complete and exclusive understanding and agreement between the parties on the subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to such.