

## 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 PLATFORM TRIAL 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**") Platform, available via GoodData's applicable web site ("**GoodData Site**") or any results in connection with the Platform provided via the GoodData Site ("**Results**"), in conjunction with a trial and/or proof of concept. By accessing, browsing or using the Platform in conjunction with a trial and/or proof of concept to determine if You will procure a production license to the Platform, You agree to the rules set out in these TOU. 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 (the "**Agreement**").

## 1. Definitions.

- (a) "**Customer Data**" means any and all data and information that is entered or loaded into the Platform by, or for, a customer of GoodData. For the avoidance of doubt, all data is comingled with appropriate administrative security measures to ensure all data is reasonably secure.
- (b) "**Documentation**" means the online product documentation, user instructions and help files made available to You by GoodData as part of the Platform, as may be updated from time to time by GoodData and located at: <https://help.gooddata.com/> and <https://support.gooddata.com/> or a designated successor site.
- (c) "**GDPR**" means the European Union's General Data Protection Regulation.
- (d) "**GoodData Technology**" means certain business intelligence reporting tools and platform technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical materials or information) provided via the Platform and all related Documentation.
- (e) "**HIPAA**" means the Health Insurance Portability and Accountability Act.
- (f) "**Intellectual Property Rights**" or "**IPR**" means copyright, patent rights, design rights, database rights, trademarks and all other rights of a similar nature whether registered or not as may be exercised in any part of the world.
- (g) "**Platform**" means the Subscription Services and the GoodData Technology collectively.
- (h) "**Sensitive Data**" means collectively (i) personal health information ("**PHI**"), (ii) "**Special Categories of Data**" as

defined in Article 9 of GDPR and (iii) individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such individual: (x) Social Security number; (y) driver's license number or state or government issued identification card number; or (z) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to an individual or businesses financial account.

(i) "**Subscription Services**" means the web-based Platform on which the GoodData Technology is hosted.

(j) "**Users**" means Your employees, consultants, contractors, or agents who are authorized by You to access and use the Platform and who have been supplied user identifications and passwords for such purpose.

## 2. Trials and Proofs of Concept.

(a) **Trial Access to the Platform.** In the event that You are accessing the Platform without a separate signed agreement with GoodData this TOU shall govern such access. Subject to Your compliance with the terms and conditions of these TOU and any such Order Form, GoodData hereby grants to You a temporary, limited, nonexclusive license to access and use the Platform in accordance with GoodData's Documentation solely during the Trial Term for Your internal business purposes.

(b) **Trial Term, Termination.** Trial Services and proofs of concept (collectively, "**Trial Services**") shall be made available to You for thirty (30) days from the date You activate the Trial Services (the "**Trial Term**"). GoodData will make the Trial Services available to You until: (a) the end of the then-current Trial Services period offered by GoodData, unless otherwise extended by GoodData in writing and in its sole discretion, (b) the start date of any paid Platform subscription You order, or (c) the date on which GoodData elects in its sole discretion to terminate access to Trial Services. The parties' rights and obligations under Sections 1, 5, 11, 12, 3, 14 and 15 shall survive the expiration or earlier termination of this Agreement.

(c) **Customer Data For Trial Services.** GoodData shall have no obligations with regards to any Customer Data uploaded by You during a Trial Term. The Trial Services contain sample data solely for the demonstration purposes. GoodData makes no warranty regarding the sample data usage during the Trial Term. ANY CUSTOMER DATA ENTERED INTO THE PLATFORM DURING THE TRIAL TERM AND ANY CHANGES MADE TO THE CUSTOMER DATA BY OR FOR CUSTOMER DURING THE TRIAL TERM MAY BE PERMANENTLY LOST UNLESS CUSTOMER: (A) PURCHASES A SUBSCRIPTION TO THE SAME PLATFORM AS THOSE COVERED DURING THE TRIAL TERM, (B) PURCHASES UPGRADED PLATFORM, OR (C) EXPORTS ITS CUSTOMER DATA BEFORE THE END OF THE TRIAL TERM.

(d) **License Restrictions.** You acknowledge and agree that: (i) the features and functionality of the Platform may be limited during the Trial Term, and (ii) if You receive access to enhanced functionality of the Platform during the Trial Term, You may be required to pay applicable fees for such usage. You shall not use the Trial Services, or permit such to be used, for purposes of product benchmarking or other comparative analysis intended for publication without GoodData's prior written consent.

(e) **As-Is Trial Services Use.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TOU, DURING THE TRIAL TERM, THE TRIAL SERVICES ARE PROVIDED BY GOODDATA "AS-IS" WITHOUT ANY WARRANTY, SUPPORT OR INDEMNIFICATION OF ANY KIND.

(f) **GoodData Labs.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TOU, SERVICES IDENTIFIED AS "GOODDATA LABS" OR BY A SIMILAR DESIGNATION ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY WHATSOEVER, AND ARE EXCLUDED FROM ANY INDEMNITY, SUPPORT, UPDATE, AVAILABILITY OR UPTIME OBLIGATIONS. You acknowledge and agree that such GoodData Labs tools, including their features and functionality: (i) are not official products and have not been commercially released; (ii) may not operate properly, or be in final form or fully functional; (iii) may contain errors, design flaws or other problems; (iv) may not be made fully functional; (v) may not generate or produce accurate information; (vi) may cause unexpected results, loss of data or communications, project delays or other unpredictable damage or loss; (vii) may never be released as a commercial version; and (viii) may be unilaterally abandoned as a development version in whole or in part, at any time and without any obligation or liability to You.

## 3. Acceptable Use.

You may use the Platform solely in accordance with these TOU. You may not use the Platform in any way that causes, or may cause, damage to the Platform or impairment of the availability or accessibility of the Platform, or any of the areas of, or Platform on, the Platform. You may not use the Platform (a) in any way that is unlawful, illegal, fraudulent or harmful; or (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. Additionally, You promise that You will not and will not encourage or assist any third party to:

1. modify, alter, tamper with, repair or otherwise create derivative works of the Platform;
2. reverse engineer, disassemble, decompile the Platform or the Subscription Services used to provide or access the Platform, or attempt to discover or recreate the source code used to provide or access the Platform, except and only to the extent that the applicable law expressly permits doing so;
3. use the Platform in any manner or for any purpose other than as expressly permitted by the Agreement or this TOU, the Privacy Policy, or any other policy, instruction or terms applicable to the Platform;
4. sell, lend, rent, resell, lease, sublicense or otherwise transfer any of the rights granted to You with respect to the Platform to any third party;
5. remove, obscure or alter any proprietary rights notice pertaining to the Platform;
6. use the Platform to: (i) store or transmit inappropriate content, such as content that violates the intellectual property rights or rights to the publicity or privacy of others; (ii) store or transmit any content that contains or is used to initiate a denial of Platform attack, Subscription Services viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, cancelbots, or spyware; or (iii) otherwise violate the legal rights of a third party;
7. interfere with or disrupt servers or networks used by GoodData to provide the Platform or used by other users to access the Platform, or violate any third-party regulations, policies or procedures of such servers or networks or harass or interfere with another user's full use and enjoyment of any Subscription Services or the Platform;
8. access or attempt to access GoodData's other accounts, computer systems or networks not covered by these TOU, through password mining or any other means;
9. cause, in GoodData's sole discretion, inordinate burden on the Platform or GoodData's system resources or capacity;
10. use the Platform, or permit such to be used, for purposes of product benchmarking or other comparative analysis intended for publication without GoodData's prior written consent; or
11. share passwords or other access information or devices or otherwise authorize any third party to access or use the Platform.

## 4. Sensitive & Personal Data.

You expressly acknowledge and agree that You shall not submit to, or process via the Platform, and GoodData shall have no liability for any Sensitive Data. GoodData may immediately upon notice suspend all or portion of Your access to the Platform (without any liability to You or Your customer in connection with such suspension), if GoodData has a good faith belief that You have breached the restrictions in this Section. You acknowledge and agree that GoodData shall have no liability for any Sensitive Data unless and until You execute an Order Form documenting the Subscription Service package intended for the processing and distribution of such Sensitive Data and pay all fees associated therewith. If Your use of the Platform involves processing personal data pursuant to GDPR and/or transferring personal data outside the European Economic Area or Switzerland, to any country not deemed by the European Commission as providing an adequate level of protection for personal data, You shall inform GoodData of such use and execute a DPA with GoodData as defined in Article 28.3 of GDPR. If Your use of the Platform involves processing personal data that is personal health information under HIPAA, You shall inform GoodData of such use and execute a form business associate agreement ("**BAA**") with GoodData

## 5. Confidential Information.

(a) **Confidential Information.** As used herein, “**Confidential Information**” means non-public information that the party disclosing the information designates at the time of disclosure as being confidential, or, if disclosed orally or visually, is identified as such prior to disclosure, or which, under the circumstances surrounding the disclosure, the receiving party knows or has reason to know should be treated as confidential without the need to be marked as such. Without limiting the foregoing, Confidential Information shall include any information regarding a party’s financial condition, business opportunities, plans for development of future products, unreleased versions of products, know-how, technology, customer information, and customer data. The Platform shall be deemed GoodData Confidential Information. Notwithstanding the foregoing, nothing received by a receiving party shall be construed as Confidential Information which a receiving party can demonstrate: (i) is generally available to the public without breach of these TOU; (ii) is lawfully obtained from a third party without a duty of confidentiality; (iii) is known to the receiving party prior to such disclosure; or (iv) is, at any time, developed by or for the receiving party independent of any such disclosure(s) from the disclosing party and the receiving party can reasonably show such independence. For the avoidance of doubt, metadata derived from Customer Data shall not be deemed Your Confidential Information.

(b) **Non-Disclosure.** The receiving party shall not disclose the disclosing party’s Confidential Information to any third party and may only use the disclosing party’s Confidential Information for the intended business purpose related to these TOU and for the benefit of the disclosing party. Both parties shall protect Confidential Information from disclosure or misuse by using the same degree of care used for their own confidential information, and no less than a reasonable degree of care. Each receiving party agrees to promptly notify the disclosing party upon learning of any unauthorized disclosure of the disclosing party’s Confidential Information and shall provide reasonable assistance to the disclosing party to remedy and contain such breach. In connection therewith, You agree to provide any such notice to GoodData at [security@gooddata.com](mailto:security@gooddata.com). The foregoing notwithstanding, a receiving party may disclose the other party’s Confidential Information if the information is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the receiving party provides the disclosing party prompt written notice, if legally permitted to allow the disclosing party a reasonable opportunity to seek a protective order prior to disclosure, at the disclosing party’s cost and expense.

## 6. Report Abuse.

If You become aware of any material on the Platform that contravenes this TOU, please notify GoodData by email at [security@gooddata.com](mailto:security@gooddata.com). You must immediately notify GoodData in writing of any unauthorized use of Platform that comes to Your attention by email at [security@gooddata.com](mailto:security@gooddata.com). In the event of any such unauthorized use by any third party that obtained access through You, You will take all steps necessary to terminate such unauthorized use. You will provide GoodData with such cooperation and assistance related to any such unauthorized use as GoodData may reasonably request.

## 7. TOU Changes.

We reserve the right to revise this TOU from time to time. We will date and post the most current version of this TOU on the GoodData Site. Any changes will be effective upon posting the revised version of this TOU (or such later effective date as may be indicated at the top of the revised TOU). If, in Our sole discretion, We deem a revision to this TOU to be material, We may notify You via the Platform and/or by email to the email address associated with Your account, if applicable. Notice of other changes may be provided via the GoodData Site. Check the date and/or version number of the TOU whenever You visit the GoodData Site to see if these TOU have been updated. Your continued access or use of any portion of the Platform constitutes Your acceptance of such changes. If You do not agree to any of the changes, We are not obligated to keep providing the Platform, and You must stop using the Platform.

## 8. Consent to Electronic Communications and Solicitation.

By registering for the Platform and expressly consenting to these TOU, You understand and expressly agree that We may send You communications or data regarding the Platform, including but not limited to (a) notices about Your use of the Platform, including any notices concerning violations of use, (b) updates, and (c) promotional information and materials regarding Our products and services, via electronic mail. We give You the opportunity to rescind Your consent and opt-out of receiving electronic mail from Us by following the opt-out instructions provided in the message. You agree that all such notices, disclosures and other communications that GoodData provides to You electronically satisfy any legal requirement that such communications be in writing.

## **9. Updates to the Platform.**

GoodData reserves the right, in its sole discretion, to make necessary unscheduled deployments of changes, updates or enhancements to the Platform at any time. We may add or remove functionalities or features and We may suspend or stop a Subscription Service altogether.

## **10. Privacy.**

All Customer Data shall be kept confidential and handled in accordance with GoodData's privacy policy found at: <https://www.gooddata.com/privacy-policy>, which is hereby incorporated herein by reference.

## **11. Proprietary Rights; Intellectual Property; Feedback.**

All contents of the Platform are the exclusive property of GoodData and/or the proprietary property of its suppliers, affiliates or licensors. Any use of proprietary GoodData software or open source software from GoodData's Sites is subject to the terms of the applicable end-user or open source license agreement. GoodData reserves all rights to its trademarks, Platform marks and logos (collectively the "**GoodData Marks**"). GoodData does not object to the use of the GoodData Marks (other than logos) to refer specifically to the products of GoodData. However, a purely referential use or nominative fair use of the GoodData Marks must be in plain text. No title is granted, express or implied, nor shall title be deemed assigned, to You hereunder to any of GoodData's IPR, or any IPR of GoodData's partners and licensors; GoodData retains all rights in and to GoodData's intellectual property, and in and to the GoodData Technology, and all modifications, enhancements, and other works derivative of the GoodData Technology. You shall not, at any time, during the Trial Term or following termination of this Agreement, contest or aid others in contesting or doing anything which impairs the validity of any of GoodData's IPR, including but not limited to the GoodData Technology, modifications, enhancements and other derivative works of the GoodData Technology, or copyrights, trade secrets or Confidential Information. You or Your Users shall own and retain ownership of all right, title, and interest in and to the Customer Data, expressly excluding all metadata derived therefrom and parties hereby expressly agree that any such metadata shall be the exclusive property of GoodData. You shall ensure that GoodData has the right to access and use Your Users' account information and any data they upload to the Platform for the purposes of delivering the Platform, responding to any technical problems, troubleshooting and testing. You may choose to, but are not required to, provide GoodData with verbal and/or written suggestions, comments or other feedback related to existing or prospective Platform and/or Ancillary Services, including, without limitation, design input, and troubleshooting or other assistance provided in response to support requests (collectively, "**Feedback**"). You hereby assign to GoodData all right, title and interest in and to such Feedback. All Feedback is provided "AS IS." You make no warranties whatsoever about any Feedback.

## **12. Indemnity.**

You agree to indemnify and hold GoodData, its affiliates, subsidiaries, officers, agents, partners, employees, and licensors harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of Your data, Customer Data, content or Your usage of the Platform, Your breach of this TOU, any additional legal terms, or Privacy Policy, Your unauthorized use of any GoodData Intellectual Property, or Your alleged violation of any other rights of a third party.

### **13. Governing Law; Limitation of Liability.**

These TOU shall be governed by the laws of the State of California, without giving effect to the conflict of laws principles thereof, exclusively in San Francisco County, California. EXCEPT FOR BREACH OF INTELLECTUAL PROPERTY RIGHTS, BREACH OF THE RIGHTS OR CONDITIONS THEREFOR GRANTED HEREIN AND INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, LOST REVENUES, LOST PROFITS, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY). TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL GOODDATA HAVE ANY LIABILITY ASSOCIATED WITH TRIAL SERVICES. To the extent that GoodData may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of GoodData's liability shall be the minimum permitted under such applicable law.

### **14. Suspension and Termination of Your Use of the Platform.**

We reserve the right, to temporarily suspend or terminate Your access to the Platform at any time in Our sole discretion, in the event that You violate these TOU, with or without notice, without incurring liability of any kind and without cause for maintenance purposes. For example, We may suspend or terminate Your access to or use of the Platform for: (a) the actual or suspected violation of the Agreement or this TOU; (b) the use of the Platform in a manner that may cause GoodData to have legal liability or disrupt others' use of the Platform; (c) the suspicion or detection of any malicious code, virus or other harmful code by You or in Your account; (d) scheduled downtime and recurring downtime; (e) use of excessive storage capacity or bandwidth; or (f) unplanned technical problems and outages. If, in GoodData's determination, the suspension might be indefinite and/or GoodData has elected to terminate Your access to the Platform, GoodData will use commercially reasonable efforts to notify You through the Platform. You acknowledge that if Your access to the Platform is suspended or terminated, You may no longer have access to the Results, if any, and/or the Platform. GoodData reserves the right, in its sole discretion, to deactivate, change and/or require You to change Your user account that You may obtain through the Platform for any reason. GoodData may exercise such right at any time, with or without prior notice. GoodData will not assume or have any liability for any action or inaction with respect to Your use of the Platform other than as authorized in these TOU.

### **15. General.**

These TOU, including all incorporated documentation, contains the complete and exclusive statement of the agreement between the parties with respect to the subject matter herein. The terms and conditions of these TOU shall prevail over any purchase order submitted by You. Neither party may assign this Agreement in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent of the other party, to its Affiliate or in connection with the sale, merger or other corporate combination involving all or substantially all of the assets of the assigning party to a third party provided that the assigning party provides written notice to the other party, and the assignee expressly assumes in writing all of the assigning party's obligations and liabilities hereunder. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. Except for the obligation to make payments, performance under this Agreement shall be postponed automatically to the extent that either party is prevented from meeting its obligations by causes beyond its reasonable control, including labor and government authorities.