

Updated 1/10/2021

This Data Processing Addendum represents an addendum to Your existing commercial agreement with GoodData governing Your use of GoodData products or services ("Agreement") (each, a "Party" and together, the "Parties") ("Addendum") and is hereby incorporated into the Agreement. In the event of any conflict between this Addendum and any data processing terms contained in the Agreement between the Parties, the terms of this Addendum regarding the transfer of Personal Data shall control and supersede the terms set forth in the original Agreement.

## 1. Definitions.

All capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement or the Applicable Data Protection Law, as applicable.

1.1. Applicable Data Protection Law means all applicable international, federal, national and state privacy and data protection laws that apply to the processing of Personal Data that is the subject matter of the Agreement (including, where applicable, European Data Protection Law and the CCPA).

1.2. CCPA means the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq.

1.3. Controller means the entity that determines the purposes and means of the processing of Personal Data.

1.4. European Data Protection Law means inter alia the EU General Data Protection Regulation 2016/679 ("GDPR") and any applicable national laws made under the GDPR.

1.5. Personal Data means Customer Data and/or Support Data that is "personal data," "personal information," "personally identifiable information," or an equivalent term, as defined by Applicable Data Protection Law.

1.6. Processor means an entity that processes Personal Data on behalf of the Controller.

1.7. Security Breach means a breach of security relating to Personal Data where there is an unlawful or unauthorized use or acquisition of Personal Data due to GoodData's failure to comply with the GoodData Security Program with respect to the Subscription or Support Services for systems entirely controlled by GoodData. The term Security Breach always excludes: (a) unsuccessful attempts to penetrate computer networks or servers maintained by or for GoodData; and (b) immaterial incidents that occur on a routine basis, such as security scans, brute-force attempts or "denial of service" attacks.

1.8. Sensitive Personal Data means Protected Health Information subject to the Health Insurance Portability and Accountability Act ("HIPAA") (where "Protected Health Information" or "PHI" has the meaning set forth in HIPAA); and/or (ii) Special Categories of Personal Data (as defined by Applicable Data Protection Law, including the GDPR or similar concepts under the California Consumer Privacy Act) or such other personally identifiable information or data.

1.9. Standard Contractual Clauses means the annex found in Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (available as of the Effective Date at [https://eur-lex.europa.eu/eli/dec\\_impl/2021/914/oj](https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj)).

## 2. Data Protection.

2.1. Relationship of the Parties. As between the Parties, (i) both Parties are Controllers in relation to the Personal Data; (ii) You are the Controller and appoint GoodData as a Processor to process the Personal Data; and/or (iii) You are the Processor of Personal Data and You appoint GoodData as Your Subprocessor to provide You with subprocessing activities; as described in Annex I.

2.2. Purpose Limitation. GoodData shall process the Personal Data only for the purposes described in Annex I hereto and, in scenarios described in Section 2.1.(ii) and 2.1.(iii) also in accordance with Your documented instructions (the "Permitted Purpose"). You agree

and acknowledge that You will not load any Sensitive Personal Data onto GoodData's platform unless otherwise explicitly agreed by the Parties in the Agreement or until You purchase the GoodData platform and services package intended for the processing of such Sensitive Personal Data.

2.3. International transfers of Personal Data. GoodData will at all times provide an adequate level of protection for the Personal Data, wherever processed, in accordance with the requirements of Applicable Data Protection Law. Parties will comply with the obligations in the Standard Contractual Clauses, which shall form an integral part of this Addendum for the processing of Personal Data by GoodData which does not fall within the scope of GDPR, as defined therein. *For the purposes of Standard Contractual Clauses:*

*2.3.1. the Parties choose Option 1 in Clause 17 (Governing Law) and complete the Clause 17 with the following: "These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Czech Republic.";*

*2.3.2. the Parties agree to complete the Clause 18(b) (Choice of Forum and Jurisdiction) with the following: "The Parties agree that those shall be the courts of Czech Republic."; and*

*2.3.3. Annexes I and II of this Addendum are hereby deemed as Annexes I and II of the Standard Contractual Clauses.*

*In the event of any conflict between the Standard Contractual Clauses and this Addendum, the Standard Contractual Clauses shall control and supersede.*

2.4. Confidentiality of Processing. GoodData shall ensure that any person that it authorises to process the Personal Data (including GoodData's affiliates and their staff, agents and subcontractors) (an "Authorised Person") shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to process the Personal Data who is not under such a duty of confidentiality. GoodData shall ensure that only Authorised Persons will process the Personal Data, and that such processing shall be limited to the extent necessary to achieve the Permitted Purpose. GoodData accepts responsibility for any breach of this Addendum caused by the act, error or omission of an Authorised Person.

2.5. Prohibition on Selling Information of California residents. For avoidance of doubt, GoodData is a Service Provider and not a Third Party as defined by the CCPA. Therefore, GoodData shall not: (i) sell the Personal Data; (ii) retain, use, or disclose the Personal Data for any purpose other than providing the services specified in the Agreement or for a Business Purpose. Specifically, GoodData shall not retain, use, or disclose the Personal Data for a Commercial Purpose; or (iii) retain, use, or disclose the Personal Data outside of the direct business relationship between GoodData and You. Notwithstanding anything in the Addendum or any related order form or other document, the Parties acknowledge and agree that Your provision of access to Personal Data is not part of and explicitly excluded from the exchange of consideration, or any other thing of value, between the Parties.

2.6. Security. GoodData shall implement appropriate technical and organisational measures to protect the Personal Data from a Security Breach. At a minimum, such measures shall include the security measures identified in Annex II to this Addendum, and as further described in the Documentation. Where there is an unlawful or unauthorized use or acquisition of Personal Data in systems entirely controlled by GoodData, or GoodData discovers any unauthorized use or acquisition of Personal Data in any third party systems that are processing Personal Data on GoodData's behalf, GoodData will promptly notify You of such breach and promptly investigate.

2.7. Subprocessing. You authorize GoodData to engage its Affiliates and third parties to process Your Personal Data ("Subprocessors") listed at <https://www.gooddata.com/subprocessors> ("GoodData List of Subprocessors"), provided that GoodData provides at least thirty (30) days' prior written notice of the addition of any Subprocessor (including the categories of Personal Data processed, details of the processing it performs or will perform, and the location of such processing) by email, or by means of a notice on the aforementioned GoodData List of Subprocessors site. We encourage You to periodically review the GoodData List of Subprocessors site for the latest information on GoodData Subprocessor practices, and especially before You provide GoodData with any Personal Data. Your continued use of a GoodData site thirty (30) days after any changes or revisions to the Subprocessor list have been published shall indicate Your agreement with the terms of such revised list. If You object to GoodData's appointment of a new Subprocessor on reasonable grounds relating to the protection of Your Personal Data, then the Parties will promptly confer and discuss alternative arrangements to enable GoodData to continue processing of Personal Data. In all cases, GoodData shall impose in writing the same data protection obligations on any Subprocessor it appoints as those provided for by this Addendum and GoodData shall remain liable

for any breach of this Addendum that is caused by an act, error or omission of its Subprocessor to the extent it is liable for its own acts and omissions under the Agreement. *For the purposes of the Standard Contractual Clauses, the Parties agreed to Option 2 (General Prior Authorization) in the Clause 9 (Use of subprocessors) for both, MODULE TWO: Transfer controller to processor and MODULE THREE: Transfer processor to processor.*

2.8. Cooperation and Individuals' Rights. If You are unable to directly respond to a privacy inquiry made by a Data Subject itself, GoodData shall provide all reasonable and timely assistance to You to enable You to respond to: (i) any request from Data Subject to exercise any of its rights under Applicable Data Protection Law; and (ii) any other correspondence, enquiry or complaint received from an individual, regulator, court or other third party in connection with the processing of the Personal Data. If any such communication is made directly to GoodData, GoodData shall promptly inform You providing full details of the same and shall not respond to the communication unless specifically required by law or authorized by You.

2.9. Data Protection Impact Assessment. If GoodData believes or becomes aware that its processing of the Personal Data is likely to result in a high risk to the data protection rights and freedoms of Data Subjects, it shall promptly inform You of the same. GoodData shall provide You with all such reasonable and timely assistance as You may require in order to conduct a data protection impact assessment, and, if necessary, to consult with its relevant data protection authority.

2.10. Security Breach. Upon becoming aware of a Security Breach, GoodData shall inform You without undue delay and shall provide all such timely information and cooperation as You may reasonably require in order for You to fulfill Your data breach reporting obligations under (and in accordance with the timescales required by) Applicable Data Protection Law and relevant contractual obligations owed by You to Your Users. GoodData shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Security Breach and shall keep You informed of all developments in connection with the Security Breach. GoodData shall not notify any third parties of a Security Breach unless and to the extent that: (a) You have agreed to such notification, and/or (b) notification is required to be made by GoodData under Applicable Data Protection Laws.

2.11. Deletion or Return of Personal Data.

2.11.1. In scenario 2.1.(i) (*and, if applicable in Module 1 of the Standard Contractual Clauses*), the Personal Data related to the Data Subject will be retained for the period of existence of the user account followed by one calendar year. The Personal Data related to the activities of the Data Subject will be retained for the period of one calendar year from the date of collection.

2.11.2. In scenarios 2.1.(ii) and (iii) (*and, if applicable in Module 2 and 3 of the Standard Contractual Clauses*), the period for which the Personal Data will be retained is the duration of the Agreement. Upon termination or expiry of the Agreement, GoodData shall (at Your election) destroy or enable You to retrieve all Personal Data in its possession or control as Processor (including any Personal Data subcontracted to a third party for processing). Unless agreed otherwise by the Parties, GoodData shall enable You to retrieve Your Personal Data within thirty (30) days of Your Agreement termination or expiry. GoodData shall delete all Personal Data within the GoodData platform within ninety (90) days of the termination of this Addendum or the Agreement, or upon Your written request.

These requirements shall not apply to the extent that GoodData is required by applicable law to retain some or all of the Personal Data, in which event GoodData shall isolate and protect the Personal Data from any further processing except to the extent required by such law.

2.12. Compliance Assessments. No more than once per year, solely for the purpose of meeting its audit requirements under Article 28, section 3(h) of the GDPR or its obligations under the Standard Contract Clauses, You may request an audit in writing. GoodData shall then permit You (or its appointed third-party auditors) to review GoodData's SOC 2 Type II report and relevant security and compliance documentation. You will be entitled to this information once in any twelve (12) calendar month period, except if and when required by the instruction of a competent data protection authority. You agree that the report and other documentation will be used as the primary and only mechanism to audit and inspect GoodData's processing activities, unless You are required to perform an on-site audit by the applicable data protection authority, or if GoodData materially fails to comply with Applicable Data Protection Laws negatively impacting Your Personal Data. In the event that You require an on-site audit of the procedures relevant to the protection of Your Personal Data, then such audits requested must meet the following requirements:

2.12.1. Any audit must be requested with at least thirty (30) days prior notice and include a detailed audit plan that describes the

proposed scope, duration, reimbursement rates, and start date of the audit which the Parties must mutually agree upon prior to the commencement of an audit. Audit requests must be sent to security@gooddata.com.

2.12.2. The auditor must execute a written GoodData form nondisclosure agreement prior to conducting the audit.

2.12.3. The audit must be conducted during GoodData's regular business hours, subject to GoodData's policies, and may not unreasonably interfere with GoodData's business activities.

2.12.4. You will reimburse GoodData for any time expended at its then-current reasonable Ancillary Services rates, made available to You upon request. All reimbursement rates will be reasonable and take into account the resources expended by GoodData.

2.12.5. For all audits, You must immediately notify GoodData with information regarding any suspected or actual non-compliance revealed during an audit. Any information resulting or derived from any audit under this Section including any You analyses, notes, assessments or other materials in whatever form or media constitute GoodData Confidential Information subject to applicable protections defined in the Agreement.

2.13. General Cooperation to Remediate. In the event that Applicable Data Protection Law, or a data protection authority or regulator, provides that the transfer or processing of Personal Data under this Addendum is no longer lawful or otherwise permitted, then the Parties shall agree to remediate the processing (by amendment to this Addendum or otherwise) in order to meet the necessary standards or requirements. If GoodData is unable to remediate the processing within the applicable cure period set forth in the Agreement, then You will be entitled to terminate the Agreement (and any other agreement between the Parties relating to the provision of services by GoodData to You) in accordance with the respective termination provisions of the Agreement.

### 3. Your Affiliates.

GoodData obligations set forth herein will extend to Your Affiliates to which You provide access to the Subscription Services or Software or whose Personal Data is processed within the Subscription or Support Services, subject to the following conditions:

3.1. Compliance. You shall at all times be liable for Your Affiliates' compliance with this Addendum and all acts and omissions by Your Affiliate are considered Your acts and omissions.

3.2. Claims. Your Affiliates will not bring a claim directly against GoodData. In the event Your Affiliate wishes to assert a valid legal action, suit, claim or proceeding against GoodData (an "Affiliate Claim"): (i) You must bring such Affiliate Claim directly against GoodData on behalf of such Affiliate, unless the Applicable Data Protection Laws require that Your Affiliate be a party to such Affiliate Claim; and (ii) all Affiliate Claims will be considered claims made by You and are at all times subject to any aggregate limitation of liability set forth in the Agreement.

3.3. Affiliate Ordering. If Your Affiliate licenses a separate instance of the respective GoodData services under the terms of the Agreement, then such Affiliate will be deemed a party to this Addendum and shall be treated as You under the terms of this Addendum.

3.4. Communication. Unless otherwise provided in this Addendum, all requests, notices, cooperation, and communication, including instructions issued or required under this Addendum (collectively, "Communication"), must be in writing and between You and GoodData only and You shall inform the applicable Affiliate of any Communication from GoodData pursuant to this Addendum. You shall be solely responsible for ensuring that any Communication You provide to GoodData relating to Personal Data for an Affiliate reflects the relevant Affiliate's intentions. You warrant and represent that You are and will at all relevant times remain duly and effectively authorized to give instructions on behalf of each relevant Affiliate.

### 4. Liability.

*4.1. Liability Cap. If the Standard Contractual Clauses have been entered into as described in Section 2.3 (International transfers of Personal Data) then, subject to Section 4.2 (Liability Cap Exclusions), the total combined liability of either Party and its Affiliates towards the other Party and its Affiliates under or in connection with the Agreement and such Standard Contractual Clauses combined will be limited to the agreed Liability Cap for the relevant Party under the Agreement.*

*4.2. Liability Cap Exclusions. Nothing in Section 4.1 (Liability Cap) will affect the remaining terms of the Agreement relating to liability (including any specific exclusions from any limitation of liability).*

## 5. Term.

The obligations placed upon the GoodData under this Addendum shall survive so long as GoodData and/or its Subprocessors process Personal Data as described herein and/or under the terms of the Agreement.

Unless there is a separately negotiated data processing agreement between the Parties, in which case the terms of such agreement shall control, this Addendum sets forth the entire agreement and understanding of the Parties relating to the subject matter contained herein and merges all prior discussions and agreements between them, and no Party shall be bound by any representation other than as expressly stated in this Addendum or a written amendment to this Addendum signed by authorized representatives of each of the Parties.

# ANNEX I

## A. LIST OF PARTIES

MODULE ONE: Transfer controller to controller  
MODULE TWO: Transfer controller to processor  
MODULE THREE: Transfer processor to processor

### Data exporter(s):

Name: You as defined under the Agreement

Address: Address provided by You during the registration process

Contact person's name, position and contact details: as provided during Your registration or in the Agreement

Activities relevant to the data transferred: performance of the Agreement

Role (controller/processor): Controller and/or Processor

### Data importer(s):

Name: GoodData Corporation

Address: 1 Post Street, Suite 400, San Francisco, CA 94104, USA

Contact person's name, position and contact details: Tomas Honzak, CISO, [privacy@gooddata.com](mailto:privacy@gooddata.com)

Activities relevant to the data transferred: performance of the Agreement

Role (controller/processor): Controller and (Sub)Processor

## B. DESCRIPTION OF TRANSFER

### Categories of data subjects whose personal data is transferred

MODULE ONE: Transfer controller to controller  
MODULE TWO: Transfer controller to processor  
MODULE THREE: Transfer processor to processor

Data exporter may transfer Personal Data to data importer, the extent of which is determined and controlled by data exporter in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects

- Prospects, customers, business partners and vendors of data exporter (who are natural persons);

- Employees or contact persons of data exporter's prospects, customers, business partners and vendors; and
- Employees, agents, advisors, freelancers of data exporter (who are natural persons).

#### Categories of personal data transferred

MODULE ONE: Transfer controller to controller  
MODULE TWO: Transfer controller to processor  
MODULE THREE: Transfer processor to processor

Data exporter may transfer Personal Data to data importer, the extent of which is determined and controlled by data exporter in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
- Title
- Position
- Employer
- Contact information (company, email, phone, physical business address)
- ID data
- Professional life data
- Personal life data (including but not limited to home addresses, personal phone numbers, resumes, attendance records, bank details)
- Connection data
- Localisation data
- Support Data

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

MODULE TWO: Transfer controller to processor  
MODULE THREE: Transfer processor to processor

Transfer of sensitive data (Special Categories of Data, as defined in the Addendum), if applicable and agreed upon in the Agreement, is done subject to additional safeguards that fully take into account the nature of such data and risks involved. Refer to Annex II.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis)

MODULE ONE: Transfer controller to controller

The Personal Data is being transferred on a continuous near real-time basis.

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MODULE TWO: Transfer controller to processor  
MODULE THREE: Transfer processor to processor

The Personal Data is being transferred on a continuous basis; the frequency is at data exporter's discretion.

Nature of the processing

MODULE ONE: Transfer controller to controller  
MODULE TWO: Transfer controller to processor  
MODULE THREE: Transfer processor to processor

The nature of processing is storage, modification, distribution and retrieval of Personal Data relating to the provision of services by the data importer to data exporter.

Purpose(s) of the data transfer and further processing

MODULE ONE: Transfer controller to controller

The objectives of processing of Personal Data by the data importer are:

- Provision of user account and enabling of end user access to the services
- Maintaining information security of the services and ensuring compliance of end users with the terms and conditions
- Processing of aggregated and pseudonymized Personal Data necessary for analysis of usage of various service capabilities for the purpose of operations and improvement of the services.

MODULE TWO: Transfer controller to processor  
MODULE THREE: Transfer processor to processor

The objective of processing of Personal Data by the data importer is the performance of the data importer's services pursuant to the Agreement relating to the provision of services by the data importer to the data exporter.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

As described in the Section 2.11 of the Addendum.

For transfers to (sub-)processors, also specify subject matter, nature and duration of the processing

MODULE ONE: Transfer controller to controller

The Personal Data are transferred to Subprocessors for the following purposes:

- Provision of infrastructure as a service and/or hosting services

MODULE TWO: Transfer controller to processor



MODULE THREE: Transfer processor to processor

The Personal Data are transferred to further Subprocessors for the following purposes:

- Provision of infrastructure as a service and/or hosting services
- Provision of the professional services pursuant to Agreement between data exporter and data importer

## C. COMPETENT SUPERVISORY AUTHORITY

MODULE ONE: Transfer controller to controller

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

The competent supervisory authority for GoodData Corporation is The Office for Personal Data Protection, Pplk. Sochora 27 CZ-170 00 Prague 7, Czech Republic, +420 234 665 111 | info@uouu.cz.

## ANNEX II

### TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

MODULE ONE: Transfer controller to controller

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

1. Definitions. All capitalized terms used in this Annex II shall have the meanings given to them below. All terms not defined herein are as defined in the Agreement.

1.1. Workspace: means an analytic container instance within the GoodData Subscription Services.

2. GoodData Security Standards. GoodData applies industry-standard security practices to GoodData Technology, via hosted web services (hereinafter referred to as “SubscriptionServices” or the “Platform”), as described in greater detail below. This Annex summarizes GoodData’s security practices as of the date indicated above.

3. Compliance. GoodData’s Platform security builds upon the following information security related certifications, industry standards and legislation. Relevant documents demonstrating GoodData’s compliance are available to GoodData current and potential customers subject to appropriate confidentiality obligations.

3.1. Information Security Standards

3.1.1. SOC 2 Type II. GoodData undertakes SOC 2 Type II audits on a regular basis. The SOC 2 reflects current industry standard security best practices. Accordingly, if there is any conflict between the SOC 2 and this Annex II, the SOC 2 terms

shall prevail.

3.1.2. ISO 27001:2013. GoodData has established its own internal information security management system in line with the requirements and recommendations of ISO 27001:2013 and ISO 27002:2013.

3.1.3. OWASP. Open Web Application Security Project (“OWASP”) provides a set of tools and documentation for building secure web applications. GoodData secure coding guidelines and procedures as well as GoodData web application penetration and vulnerability testing are based on OWASP standards. (See Section 12 below for additional information about web penetration testing using the OWASP guidelines.)

3.1.4. Cloud Security Alliance. GoodData conducts an annual self-assessment against Consensus Assessments Initiative Questionnaire (CAIQ), which offers an industry-accepted way to document what security controls exist in IaaS, PaaS, and SaaS services, providing security control transparency.

3.2. Privacy Compliance: GoodData has implemented and maintains appropriate measures to ensure information security appropriate to the risks related to Personal Data processed in the Platform, to the extent that such Personal Data has been submitted to the Subscription Services in accordance with the Agreement.

#### 4. Risk Management

4.1. GoodData has established a Risk Management policy and applies a formal security risk management process to all GoodData information assets.

4.2. GoodData conducts industry standard annual risk assessment. The scope includes systems, applications, networks and data storage and any GoodData process or procedure by which these facilities are administered or maintained, regardless of whether provided, managed or operated by GoodData or by a third party.

#### 5. Hosting Security. Depending on the datacenter, the Platform may be hosted in a private cloud or public cloud.

5.1. Private Cloud data centers are third party data center providers’ hosting facilities. GoodData has directly entered into “Managed Colocation Service” agreement that provides GoodData, its customers and partners a private cloud built to GoodData’s specifications and requirements inside hosting party’s facilities. The Managed Colocation Service includes highly secure, scalable and redundant data centers and network, 24x7x365 monitoring and support, and industry-leading service levels; all certified with industry standard security certifications including ISO 27001 and SOC 2 Type II. Under this arrangement, GoodData retains operational control of its hosted infrastructure, procuring only physical hardware from the provider. The provider at no times has access to log on to any GoodData system.

5.2. Public Cloud data centers are hosted in highly secure and available facilities of IaaS providers. Under this arrangement, the provider manages the underlying hardware infrastructure, including but not limited to its physical security, and GoodData Operations manage the virtual layers. Segmentation from other customers of the IaaS provider is ensured by following best practices for virtual private clouds including virtual networks, security groups and firewall, and encryption controls. The IaaS providers maintain industry standard security certifications including ISO 27001 and SOC 2 Type II.

6. Multi-Layered Security. GoodData addresses data security across all system layers: physical, application, metadata, data, and user access. All external communications are managed over Transport Layer Security (“TLS”). Hypertext Transfer Protocol Secure (“HTTPS”) communications and include industry standard session protection mechanism. Internal communications are managed over TLS, except for internal cluster communications, which are protected by firewalls, split into separate dedicated security zones and require non-encrypted communications for performance reasons.

##### 6.1. Extensible Security Model.

6.1.1. Failover/Redundancy. Basic data redundancy is built into the hosting services in use. Virtualized storage prevents a single point of failure, while replication and provisioning are managed automatically.

6.1.2. Data Store Security/Data at Rest. Data is stored in the GoodData secure storage warehouse and employs industry standard technical and organizational safeguards to protect the secure storage warehouse, including full encryption at rest

on the file system level. The meta-model and data are logically separated, and each Workspace is a separate physical object.

6.1.3. Encryption in Motion; General Encryption Standards. All data transfers outside of the Platform (including, but not limited to, transfers to the web application and to external backup storage) are subject to specified encryption capabilities, including web-based communications with the Platform, are encrypted using 128-bit or stronger TLS encryption. In environments that require encryption, strong security keys are used with industry-standard encryption algorithms (including RSA, AES).

6.2. Operating System Security. GoodData utilizes hardened versions of Linux® with a minimum set of installed packages, automated deployment mechanisms, ongoing monitoring and alerting and regular, real-time monitoring and system health checks capabilities. GoodData regularly reviews and applies security updates developed internally or by trusted third parties. Formal internal service level commitments are defined for vulnerability management and monitored by GoodData personnel.

6.3. Security Zones. The security model involves partitioning the Platform into security zones within the data center.

6.3.1. Only the web tier can receive and respond to requests from outside of the Platform. All web-based interactions with the web tier are authenticated over HTTPS, and additional security precautions are in place to protect communications over this channel.

6.3.2. All other security zones within the Platform are prevented from receiving requests outside of the Platform.

6.3.3. For security purposes, only one layer contained in a separate security zone interacts with the web tier. The components in this zone manage communications between the web tier and the rest of the Platform.

6.3.4. Behind the communications layer, the GoodData middleware and backend components are isolated in their own security groups.

6.3.5. Firewalls are configured to deny all traffic by default, except explicitly designated traffic.

6.4. Intrusion Prevention, Intrusion Detection and Data Loss Prevention. GoodData maintains a comprehensive Data Loss Prevention program, which includes a combination of tools and platforms, technical safeguards, access control rules and ongoing monitoring, oversight and log review by an independent security department. GoodData employs an IDS/IPS system directly on the Platform network entry point.

6.5. Database Security. GoodData database servers are stored in the third tier of the Platform security layers. Servers are secured behind a firewall and cannot be directly reached from the public Internet.

## 7. User Access Control.

7.1. In connection with all GoodData Workspaces, only designated GoodData personnel, Your administrators, or partner administrators can manage Customer access and remove from or manage Customer data on the Platform. GoodData personnel can obtain user-level access to Customer data only when explicitly invited by You or a partner administrator for the purposes of technical support or when contractually authorized to provide professional services. The Platform supports role-based access control and user groups to define objects and capabilities within the Platform to which a Customer will have access.

7.2. There are additional measures that You should use to implement Customer-specific access control policies.

7.2.1. IP whitelisting allows You to define trusted IP address ranges from which Customers can access Your domains.

7.2.2. Custom session expiration allows You to specify a period of inactivity after which sessions are terminated and Customers are automatically logged out of the Platform.

## 8. Customer Data Privacy Controls.

8.1. Customer data is segregated into Workspaces (each corresponding to a single data mart) within a data warehouse instance. Customer access is managed on Workspace level to avoid any inappropriate access to Customer data by

unauthorized entities or individuals.

8.2. In addition, GoodData users are permitted access to Workspace data based on filters that designated administrators can define and apply to user accounts (“Data Permissions”). These Data Permission filters can be applied in order to restrict access of specific users to specific Workspace records and are applied to each user query submitted to the Workspace. For example, queries for a user can be restricted to a specific region or department. Implementation of Data Permissions must follow standard platform blueprints. You acknowledge that Data Permissions are not designed as a mechanism for separation of user access across different legal entities, and You remain responsible for Customer data privacy oversight and compliance with respect to the Workspace activities undertaken by authorized Customers on the GoodData platform.

## 9. Data Security.

9.1. High Level Architecture. The Platform architectural design is strategically arranged to promote Customer data confidentiality, integrity and availability. This architecture includes:

- Data segregation;
- Consistency checks;
- Log management; and
- Active monitoring using situational awareness algorithms.

9.2. Logical Task Separation. Strict process separation is a built-in design feature of all GoodData software development and operational lifecycles. GoodData isolates and seals data and metadata in deployed multi-tenant security architectures, even while data and metadata shares the same physical storage grids. GoodData continuously monitors and performs situational awareness analysis that reveals data security anomalies and outliers for rapid response.

9.3. Encryption. Data transport and long-term storage are protected using industry standard methods of encryption (TLS, strong symmetric-key cryptography).

9.4. Data Deletion and Disk Destruction. GoodData maintains backups and archives of Customer Workspaces in line with its Data Backup Policy published on GoodData’s website and updated from time to time. The backups are retained for a period of time that does not exceed ninety (90) days.

9.4.1. You may request complete and permanent deletion of Customer data (including off-site backups) by contacting GoodData Support.

9.4.2. The unit on which data destruction is applied is an entire Workspace. GoodData Support does not perform Customer data removal services on any lower granularity.

9.4.3. Upon the termination of Your Subscription Services, GoodData shall make Customer data available for retrieval for a period of thirty (30) days. Afterwards, GoodData will fully remove all Customer data, including backups, within the next sixty (60) days.

9.4.4. GoodData’s hosting service providers comply with industry standard secure media disposal standards and procedures.

9.5. Malware/Virus Protection Procedure. GoodData installs antivirus and anti-malware solutions with corporate policy settings and automated daily updates scheduled on all Microsoft® Windows® and Apple® Mac® OS X® based end-user workstations.

10. Organizational Security and Change Management Processes. GoodData deploys several operational access controls to help minimize the security risks associated with human activities. All GoodData employees with access to Customer data undergo background checks, and access to the production environment is only permitted through a secure gateway using multi-factor authentication. Through the gateway, GoodData administrators may access Platform functions; but they are not permitted to directly interact with the Platform components. All privileged sessions are monitored and logged; logs are regularly reviewed by an independent security department.

## 11. GoodData Access.

11.1. General System Access. GoodData provides system access only to appropriately trained staff and requires a specific level of access to perform authorized tasks. Internal systems enforce unique user IDs and strong passwords and prohibit password reuse. To manage access, GoodData relies on industry-standard security systems and standards including LDAP, Kerberos, and RSA. Only authorized users can gain access to servers, logs, customer information, source code, installation packages and system configuration information.

11.2. Production System Access. Logical access to the production environment by GoodData employees is limited to authorized operational engineers only, protected by multi-factor authentication and allowed only when justified by a business need.

11.2.1. All access keys are stored within an encrypted credentials vault.

11.2.2. Access requests, grants and revocations are periodically reviewed.

11.2.3. All changes to access rights are based on GoodData personnel roles and their job responsibilities, and are subject to senior management oversight and approval. The approval process maintains audit records of all changes. The "least privilege" principle is applied and enforced.

11.2.4. Access to the production infrastructure servers for the Platform is restricted at the network level. Each server is accessible only from an access node, which in a segregated, "demilitarized zone" and which can be itself accessed only by authorized GoodData operations personnel including GoodData operations engineers. A specific set of credentials and assigned access rights is required for authentication from the access node; access to the access node server does not automatically enable access to production servers.

11.2.5. A member of senior management monitors the revocation of access to employees who either become inactive or change job roles.

11.3. Other Access to Customer Data by GoodData. Authorized and trained GoodData personnel in the role of support or solution engineer may access Customer data only under the following circumstances:

11.3.1. Based on Your submitted "Support" request requiring use or access to Customer data; You shall provide Your written consent for such requested access by GoodData;

11.3.2. When GoodData is authorized to provide "managed services" or is conducting a consulting services engagement under a statement of work.

11.4. Logs and Monitoring. All GoodData access to the Platform and Customer data are recorded and logged, subject to regular access review by dedicated GoodData security personnel. GoodData log management practices comply with the applicable NIST recommendations and standards.

12. Web Application Security Self-Assessment. GoodData will annually undertake its own proactive internal web application security assessment incorporating OWASP methodology using an independent third party security consultant. GoodData will promptly remediate any security risks arising from the outcome of the assessment. An executive summary of the annual assessment, including information on approach and methodology, headlines and classification of the issues and statement on follow-up taken, may be provided to You upon written request and subject to appropriate confidentiality obligations. The report is strictly limited to Your internal use, and may not be transferred or shared with any third party without GoodData's prior written consent.

13. Incident Reporting and Response Process. GoodData proactively monitors the Platform for security incidents, including alert notifications generated by GoodData systems and those of its infrastructure partners, open source and industry alerts and community alerts. When an alert is raised, the risk level is assessed first by internal GoodData personnel. Based on this assessment, the GoodData security team will select and launch the prescribed response process. Documented internal escalation procedures and communication protocols clarify when and how an internal escalation takes place, and who is notified. For events classified as an "Incident" (meaning an event impacting the Platform that triggers an alert and requiring prompt or immediate investigation by GoodData), GoodData personnel will respond to the incident within thirty (30) minutes from receipt of a triggered notice on a 24x7, 365 day, annual basis.

14. Data Breach Notice Procedures. GoodData will use all commercially reasonable efforts to notify You in writing within seventy-two (72) hours after confirming or determining reasonable suspicion of an Incident involving unauthorized access to Customer data, and will take all necessary steps and measures to promptly remediate any vulnerabilities involving Customer data as soon as GoodData becomes aware of the security incident. You must sign up and consent to receive security- and support-related emails from GoodData at the Online Support Portal.

15. Continuous Improvement. As the industry standards, regulations and technology evolve, GoodData will from time to time implement changes to improve its information security program. GoodData reserves the right to update or replace any of its information security practices, providing that such change (i) adequately addresses GoodData commitments outlined in this document and (ii) does not materially reduce the level of information security of the Platform.

16. Applicability of this Annex II. GoodData will make all commercially-reasonable efforts to ensure the information security of the Platform; however, to the extent that in the Agreement, a Statement of Work, or any other agreement, You request or require that GoodData modify its standard practices in a way that is inconsistent with the terms of this Annex II, this Annex II will not apply. To the extent that You implement changes to the Platform configuration which are inconsistent with the terms of this Annex II, this Annex II will not apply.

17. Shared Responsibilities for Information Security. GoodData's obligations under this Annex II apply solely to the extent that You comply with Your own responsibilities under the Agreement, including all applicable Statements of Work. You acknowledge that You are responsible for ensuring the security of Your own network, equipment, and Customers. You understand the need to comprehensively assess risks related to Your usage of the Platform and implement applicable security controls including complementary user entity controls to achieve a desired level of security. These complementary user entity controls include but are not limited to controls related to user access management, user security considerations such as endpoint protection, implementation of supplementary user access technical safeguards offered by GoodData such as SSO, IP whitelisting and custom session expiration, change management of Your implementation, and notification to GoodData in case of a suspected or confirmed data security incident by sending email to security@gooddata.com, each of which will facilitate the achievement of Your desired level of security.

18. Additional Safeguards for Protection of Sensitive Personal Data. If the Customer Data includes Sensitive Personal Data, GoodData will employ additional safeguards for protection of such Sensitive Personal Data. These safeguards are available under the Enterprise Shield package, which You must purchase in order to be able to upload Sensitive Personal Data to the GoodData platform. The Enterprise Shield package employs more stringent logical access controls, formal assurance, and security review of the implementation, along with coverage of the implementation by SOC 2 Type II audit, and a complete audit trail of access to data by GoodData personnel and access to platform events audit log by You.