

GoodData for Freshdesk Terms of Use

Effective Date: December 7, 2021

IMPORTANT INFORMATION – READ CAREFULLY

UNLESS YOU HAVE OBTAINED PERMISSION TO USE GOODDATA FOR FRESHDESK APPLICATION UNDER A SEPARATE AGREEMENT WITH GOODDATA, ACCESS TO THE GOODDATA FOR FRESHDESK APPLICATION (“SUBSCRIPTION SERVICES”) IS PROVIDED UNDER THE FOLLOWING TERMS AND CONDITIONS AND ANY SUPPLEMENTAL TERMS REFERENCED BELOW AND YOUR RIGHT TO USE GOODDATA FOR FRESHDESK APPLICATION IS CONDITIONED UPON YOUR ACCEPTANCE OF, AND COMPLIANCE WITH, THESE GOODDATA FOR FRESHDESK TERMS OF USE. THESE TERMS OF USE CONSTITUTE AN AGREEMENT BETWEEN THE ENTITY THAT YOU REPRESENT (“You”) AND GOODDATA (“AGREEMENT”).

IF YOU DO NOT ACCEPT THE AGREEMENT AND YOU DO NOT HAVE AN APPLICABLE SEPARATE AGREEMENT WITH GOODDATA, YOU MAY NOT USE, ACCESS OR COPY THE SUBSCRIPTION SERVICES AND YOU MUST DELETE ANY COPIES OF IT FROM YOUR SYSTEMS.

THE SUBSCRIPTION SERVICES ARE AVAILABLE THROUGH GOODDATA PARTNER FRESHWORKS INC. (“PARTNER”) MARKETPLACE
[HTTPS://WWW.FRESHWORKS.COM/APPS/FRESHDESK/GOODDATA_FOR_FRESHDESK](https://www.freshworks.com/apps/freshdesk/gooddata_for_freshdesk) (“APP MARKETPLACE”).

1. Definitions.

(a) **Affiliates** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity; for purposes of this definition, “control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

(b) **Customer Data** means any and all data and information that is entered into the Subscription Services by or for You. Customer Data excludes Usage Data. For the avoidance of doubt, all data is stored in a multi-tenant cloud environment with industry standard data segregation.

(c) **Deliverables** means the guides, code (including SQL queries) or other deliverables that GoodData provides to You in connection with Subscription Services. For clarity, GoodData may use compilers, assemblers, interpreters and similar tools to develop Deliverables. The term “Deliverables” does not include such tools.

(d) **Documentation** means the online product documentation, user instructions and help files made available to You by GoodData, as may be updated from time to time by GoodData without notice to You.

(e) **GoodData Technology** means business intelligence reporting tools and platform technology (including software, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical materials or information (collectively referred to as “GoodData Technology”), provided via App Marketplace.

(f) **Personal Data** means Customer Data that is “personal data,” “personal information,” “personally identifiable information,” or an equivalent term, as defined by all applicable international, federal, national and state privacy and data protection laws that apply to the processing of Personal Data (including, where applicable, EU General Data Protection Regulation 2016/679 (“GDPR”) and any applicable national laws made under the GDPR, and the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq..

(g) **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 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 general “pinging” or “denial of service” attacks.

(h) **Supplemental Terms** means any operating rules, policies and procedures that may be published from time to time by GoodData on our website, each of which is hereby incorporated herein by reference and each of which may be modified from time to time by GoodData without notice to You.

(i) **Third Party Applications** means separate services or applications (and other consulting services related thereto), procured by You from a party other than GoodData that can be used in connection with the Subscription Services.

(j) **Usage Data** means anonymized, de-identified or aggregated data information collected or generated by or on behalf of GoodData for purposes of providing, measuring or improving GoodData products and services, including development of analytics, benchmarking performance, or preparing statistics or system metrics. For the avoidance of doubt, "Usage Data" shall not include any personally identifiable information of You.

(k) **User(s)** means all Your Freshdesk Agents. Each Freshdesk Agent is represented by one User of Subscription Services. Freshdesk Agent is any individual who is authorized by You to use Freshdesk subscription services, including Your Freshdesk account administrator, Your and Your Affiliates' employees, consultants, contractors, and agents, and third parties with which You or Your Affiliates transact business.

2. Overview.

(a) **Technology License Grant.** During the Term of this Agreement and subject to Your compliance with the terms and conditions hereof, GoodData hereby grants to You a temporary, limited, revocable, nonexclusive license to access and use the Subscription Services in accordance with GoodData’s Documentation. Other than Your and Your Users' rights to access and the use of the Subscription Services as set forth in this Agreement, no other license or grant of access to the GoodData Technology, Subscriptions Services, Deliverables, or intellectual property is provided to You. GoodData expressly reserves the right to market and provide the Subscription Services itself or through other marketplaces, resellers, distributors, licensees or agents, and You shall not be entitled to any commission or compensation whatsoever in relation to the marketing or provision of the Subscription Services by GoodData or its resellers, distributors or agents.

(b) **GoodData For Freshdesk Limits.** The Subscription Services are subject to the applicable technical limits outlined in GoodData for Freshdesk Limits, available at: <https://support.gooddata.com/hc/en-us/articles/4408112707603>. Where Your usage exceeds GoodData for Freshdesk App Limits, GoodData is not liable for impact on product performance and may limit Your excess usage in accordance with GoodData for Freshdesk App Limits.

(c) **Data Processing Addendum.** As a condition for GoodData's provision of the Subscription Services, You agree to the terms and conditions of the Data Processing Addendum, available at <https://www.gooddata.com/legal/dpa/>, which is hereby incorporated herein by reference.

(d) **Technical Support Services.** You are entitled to receive technical support services in accordance with the GoodData for Freshdesk Support Policy available at <https://www.gooddata.com/support-policy-gooddata-for-freshdesk> and such terms are hereby incorporated herein (the "Support Services").

(e) **Updates To Subscription Services.** GoodData reserves the right, in its sole discretion, to make necessary unscheduled changes,

updates or enhancements to the Subscription Services at any time, including adding or removing functionality and/or features.

(f) **Subscription Service Notices.** GoodData and its third party providers may send You and Your Users electronic communications about the Subscription Services. If You choose to opt-out of receiving such messages, or do not register to receive communications, You accept all liability caused by or associated with foregoing such communications.

(g) **Account Passwords And/Or Single Sign-On.** Your access to the Subscription Services is further subject to Partner's terms of use and GoodData will not incur any liability to You if You or Your Users fail to maintain the confidentiality of Your access for the Subscription Services in compliance with Partner's relevant terms of use.

(h) **Previews.** GoodData may make available to You certain products, features, services, software, regions or cloud providers that are not yet generally available, including such products, features, services, software, regions or cloud providers that are labeled as "early access," "private preview," "public preview," "pre-release" or "beta" (collectively, "Previews"). You may access and use Previews solely for Your internal evaluation purposes and in accordance with the additional Preview terms. In the event of any conflict between this Agreement and the Preview terms, the Preview terms shall govern and control solely with respect to the Previews.

(i) **Third Party Applications.** GoodData may also provide URL links or interconnectivity within the Subscription Services to facilitate Your use of Third Party Applications, at Your sole discretion. Notwithstanding the foregoing, any procurement or use of Third Party Applications are solely between You and the applicable third party and GoodData will have no liability for such Third Party Applications.

3. Intellectual Property Rights.

(a) **Ownership.** No title is granted, express or implied, nor shall title be deemed assigned, to You hereunder to any of the GoodData data or GoodData's intellectual property, or any intellectual property of GoodData's associates and licensors; GoodData retains all right, title, and interest, including all copyright, trade secret, patent, trademark and other proprietary rights, in and to GoodData's Marks and in and to the GoodData Technology, and all modifications, enhancements, and other works derivative of the GoodData Technology. The Subscription Services GoodData performs and the resulting Deliverables are generally applicable to GoodData's business and are part of platform technology. Subject to the terms and conditions of the Agreement, GoodData hereby grants You a limited, non-exclusive, royalty-free, non-transferable worldwide license to use the Deliverables internally solely in connection with such Your use of the Subscription Services during the period in which such You have valid access to the Subscription Services.

(b) **Feedback.** From time to time, GoodData may request that You may provide GoodData with verbal and/or written suggestions, comments or other feedback related to GoodData's existing or prospective GoodData Technology or Subscription Services, including, without limitation, design input, and troubleshooting or other assistance provided in response to support requests (collectively, "Feedback"). You are not obligated to provide GoodData with Feedback. You hereby assign to GoodData all right, title and interest in and to such Feedback. All Feedback is provided "AS IS" and You make no warranties whatsoever about any Feedback.

(c) **Trademark License.** Each party hereby grants to the other, subject to the terms and conditions set forth in this Agreement, a temporary, limited, revocable, nonexclusive, non-transferable, worldwide license, without the right to sublicense, to use, during the Term of this Agreement, their respective trademarks, service marks and logos (collectively referred to as "Marks") on their respective web sites, marketing materials in connection with GoodData identifying You as a customer, and in mutually agreed-upon collateral sales materials. You will only use and display GoodData's Marks and copyrighted information in accordance with the applicable guidelines provided by GoodData. Each party will ensure that proper trademark and copyright notices are displayed at all times. All of the benefit and goodwill associated with a party's use of the other party's Marks will inure entirely to the Mark owner.

(d) **Customer Data.** You shall own and retain ownership of all right, title, and interest in and to the Customer Data. Subject to the terms of this Agreement, You hereby grant to GoodData and its Affiliates a non-exclusive, worldwide, royalty-free right to collect, store, process and disclose the Customer Data solely to the extent necessary to provide the Subscription Services and Support Services to You or as may be required by law. The foregoing license includes the right to share Your contact information with third party service providers solely for the purposes of providing You with information related to the Subscription Services. You shall ensure that GoodData has the right to access and use Your account information and any Customer Data for the purposes of delivering the Subscription Services, responding to any technical problems, troubleshooting, and testing. You are solely responsible for the accuracy, content and

legality of all Customer Data. You warrant that You have and will have sufficient rights in the Customer Data to grant the rights to GoodData under this Agreement and that the Customer Data and its use in the Subscription Services will not violate the rights of any third party.

(e) **Usage Data.** GoodData may collect and use Usage Data to develop, improve, support, and operate its products and services. GoodData may not share any Usage Data that includes Customer Data with a third party except (i) to provide You with the Subscription Services in accordance with this Agreement, or (ii) to the extent the Usage Data is aggregated and anonymized such that You cannot be identified.

4. Your Obligations; Restrictions.

(a) **Obligations.** Your access to and use of the Subscription Services shall be subject to and conditioned upon Your continued compliance with the terms and conditions of this Agreement. You agree that You will be liable for any acts or omissions by You or Your Users that would otherwise constitute a material breach of this Agreement.

(b) **Additional Terms for the Sensitive Personal Data Uploads.** If You use the Subscription Services to process 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), You are required to accept the terms and conditions of the GoodData Business Associate Agreement available at www.gooddata.com/legal/#baa. If You use the Subscription Services to process Special Categories of Personal Data (as defined by applicable regulation, including the EU General Data Protection Regulation or similar concepts under the California Consumer Privacy Act) or such other personally identifiable information or data, such processing is subject to the additional terms in Annex I and Annex II to the GoodData Data Processing Addendum available at <https://www.gooddata.com/legal/#dpa>. Protected Health Information subject to the HIPAA and Special Categories of Personal Data (as defined by applicable regulation, including the EU General Data Protection Regulation or similar concepts under the California Consumer Privacy Act) or such other personally identifiable information or data are collectively referred to as “Sensitive Personal Data”. For the avoidance of doubt, You shall never enter into the Subscription Services the following Sensitive Personal Data: passwords, user credentials, access tokens or the like, social security numbers, drivers license numbers, bank account numbers or any data subject to PCI-DSS.

(c) **Other Restrictions.** You will not make any representations or warranties regarding the GoodData Technology and Subscription Services beyond those contained in this Agreement or published materials made available to You. You shall not engage in, and shall contractually restrict each User to: (i) copy, edit, modify, adapt, translate, port, reproduce (except as necessary for installation), distribute, transfer, lend, sell, sublicense, assign or otherwise transfer any of the GoodData Technology, or any component thereof; (ii) prepare any derivative work based upon the GoodData Technology or any component thereof; (iii) reverse engineer, disassemble, or decompile the GoodData Technology or any component thereof, or attempt to discover or disclose the source code of the GoodData Technology or any component thereof; (iv) encumber, time-share, rent, or lease the rights granted under this Agreement; (v) use the GoodData Technology in a manner that is in violation of any third party rights of privacy or intellectual property rights; or (vi) remove, obscure, or alter any notice of intellectual property rights present on or in the GoodData Technology or any component thereof; (vii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; or (viii) send or store material containing malware or any other harmful computer code, files, scripts, agents or programs.

5. Confidential Information.

(a) **Confidential Information Defined.** As used herein, “Confidential Information” means non-public information provided under this Agreement 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 GoodData Technology, Subscription Services shall be deemed GoodData Confidential Information. Notwithstanding the foregoing and except for Personal Data, nothing received by a receiving party shall be construed as Confidential Information which: (i) is generally available to the public without breach of this Agreement; (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 the receiving party independent of any such disclosure(s) from the disclosing party and the receiving party can reasonably show such independence.

(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 performing and exercising its rights under this Agreement. Both parties shall protect Confidential Information from disclosure or misuse by using the same degree of care as for their own confidential information of like importance, but shall at least use reasonable care. Further, both parties agree to have each of their employees or such other third parties, with access to any Confidential Information agree to be bound by an enforceable agreement that provides for the protection of the Confidential Information from any unauthorized use or disclosure to at least the same extent as does this Agreement and shall remain liable to the disclosing party for any acts or omissions of such employees or such other third parties under this Section as it is for its own acts and omissions under this Agreement. 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. 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 must give the disclosing party prompt written notice and obtain or allow for a reasonable effort by the disclosing party to obtain a protective order prior to disclosure.

6. Security; Transmission.

(a) **Security Procedures.** GoodData will maintain administrative, physical and technical safeguards reasonably designed for the protection, security, confidentiality and integrity of Customer Data as processed pursuant to this Agreement, taking into consideration GoodData's size, resources and nature and scope of its activities. Subject to Section 4, GoodData will use commercially reasonable efforts to maintain physical and information security management programs designed to achieve such objectives, in accordance with the Documentation, including procedures designed to protect (i) the security and confidentiality of all Customer Data; (ii) against any anticipated threats or hazards to the security or integrity of Customer Data; (iii) against unauthorized access to or use of Customer Data that could result in substantial harm to You ("GoodData Security Program"). Good-faith acquisition of Customer Data including Sensitive Personal Data by personnel of GoodData is not a Security Breach, provided that the information is not unrelated to work performed by GoodData for You and is not subject to unlawful or unauthorized use.

(b) **Responsibility for Transmitted Data.** You acknowledge and agree that Your access to the Customer Data will be subject to transmission over the internet and over various networks, and that GoodData shall not be held responsible for such transmissions or any Customer Data which is lost, altered, intercepted or stored without GoodData's authorization, during the transmission of any data across networks not owned and/or operated by GoodData.

7. Fees and Payment.

(a) **Purchase through Partner.** You will procure use of the Subscription Services through the App Marketplace provided by GoodData Partner pursuant to a separate agreement between You and Partner. Your use of Subscription Services procured through Partner will be subject to the terms of this Agreement, and all fees payable for such use will be payable to Partner pursuant to the terms agreed to between You and Partner. You understand and agree that if You purchased the Subscription Services via Partner, service credits and refunds payable under this Agreement may be payable or applied by Partner acting on behalf of GoodData in proportion to the fees paid by You to Partner, and the discharge by Partner of such obligations will relieve GoodData of the same under this Agreement.

8. Indemnification.

(a) **Your Obligations.** Subject to the remainder of this Section, You shall: (i) defend and hold harmless GoodData against any claim, action, suit or proceeding (each, a "Claim") brought by a third party (including Your Users) to the extent that it is based upon a claim related to: (A) the transfer of Customer Data and its processing and use by GoodData (or otherwise arising out of use of Your Customer Data) in connection with the Subscription Services, (B) Your use of the Subscription Services or (C) other materials supplied by You for use alongside the Subscription Services (including, without limitation, any product related documentation that is not GoodData Technology); and (ii) indemnify GoodData from any resulting liabilities, losses, damages, fines, penalties, judgments, settlement amounts, costs and expenses incurred by GoodData in connection with such Claim(s).

(b) **GoodData Obligations.** Subject to the remainder of this Section, GoodData shall: (i) defend You against any third party claim that the GoodData Technology infringes any United States patent, trademark or copyright of such third party, or misappropriates a trade secret (but only to the extent that such misappropriation is not a result of Your actions) under the laws of the United States ("Infringement Claim"); and (ii) indemnify You from the costs and damages resulting from such claim(s) that are finally awarded against You to such third party by a court of competent jurisdiction, or which are agreed to in settlement.

(c) **Indemnification Procedures.** The indemnifying party hereunder shall provide the aforementioned obligations in Sections 8 (a) or (b) provided that the indemnified party: (A) promptly provide indemnifying party with notice of such claim; (B) allow the indemnifying party sole control over the defense thereof and related settlement negotiations; and (C) reasonably cooperate in response to the indemnifying party's requests for assistance. Neither party may settle or compromise an indemnifiable claim without the indemnified party's prior written consent, not to unreasonably be withheld.

(d) **Remedies for Impacted Technology.** Should the GoodData Technology become, or in GoodData's opinion be likely to become, the subject of an Infringement Claim, GoodData will, at GoodData's option and expense either: (i) procure the rights necessary for You to make continued use of the affected GoodData Technology in accordance with this Agreement; (ii) replace or modify the affected GoodData Technology to make it non-infringing; or (iii) terminate the license to the affected GoodData Technology and discontinue the related GoodData Technology. Nothing in this Section shall limit GoodData's obligation in this Agreement to defend and indemnify You, provided that You cease all use of the allegedly infringing GoodData Technology upon GoodData making a modified or alternate GoodData Technology available and/or discontinue using the allegedly infringing GoodData Technology upon receiving GoodData's notice terminating same.

(e) **Exclusions.** Notwithstanding the foregoing, GoodData will have no obligation under this Section or otherwise with respect to: (i) any claim(s) described in Section 8(a)(i) above; (ii) a combination of GoodData Technology with non-GoodData products or services; (iii) use for a purpose or in a manner for which the GoodData Technology was not designed as described in GoodData Documentation; (iv) any claim that relates to open source software; (v) any modification to the GoodData Technology made without GoodData's express written approval; (vi) trade secret misappropriation that is a result of Your actions or (vii) where You are in violation of the terms and conditions set forth in this Agreement. THIS SECTION 8 STATES YOUR SOLE AND EXCLUSIVE REMEDY AND GOODDATA'S ENTIRE LIABILITY FOR ANY INFRINGEMENT CLAIMS OR ACTIONS.

9. Warranties and Limitation of Liability.

(a) **Warranties.** Each party warrants that it has the legal authority to enter into this Agreement. GoodData warrants to You that the unmodified Subscription Services will materially conform to the relevant feature and functionality descriptions set forth in the Documentation. Your sole and exclusive remedy for GoodData's breach of these warranties will be the performance or re-performance, as applicable. GoodData does not provide an ongoing performance warranty but provides Support Services to address any non-conformity in operation in accordance with its standard Support Policy.

(b) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9(A), THE GOODDATA TECHNOLOGY IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GOODDATA DOES NOT REPRESENT THAT YOUR USE OF THE GOODDATA TECHNOLOGY WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE GOODDATA TECHNOLOGY WILL MEET YOUR

REQUIREMENTS OR THAT ALL ERRORS IN THE GOODDATA TECHNOLOGY AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE GOODDATA TECHNOLOGY AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND YOUR LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY LAW, GOODDATA MAKES NO ADDITIONAL EXPRESS WARRANTIES AND EXPRESSLY DISCLAIMS AND EXCLUDES, ON BEHALF OF ITSELF AND ITS AFFILIATES AND LICENSORS, ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR A VIOLATION OF GOODDATA'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING BREACH OF THE LICENSES GRANTED HEREIN) AND FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY OR ANY OF ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) DATA BREACH OR LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL OR REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(d) EXCEPT FOR A VIOLATION OF GOODDATA'S OR ITS LICENSOR'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING BREACH OF THE LICENSES GRANTED HEREIN), A PARTY'S INDEMNIFICATION OBLIGATIONS AND FOR YOUR EXPRESS PAYMENT OBLIGATIONS, EACH PARTY'S AGGREGATE LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED \$1,000.

10. Suspension and Termination.

(a) **Term.** This Agreement is effective as of the date of sign up to the Subscription Services and shall remain in effect until termination or expiration of all Subscription Services.

(b) **Suspension.** In addition to any of its other rights or remedies (including, without limitation, any termination rights) set forth in this Agreement, GoodData reserves the right to suspend provision of the Subscription Services (i) if You are thirty (30) days or more overdue on a payment to Partner for the Subscription Services, subject to the cure period in Section 10(c)(i); (ii) if GoodData deems such suspension necessary as a result of Your breach of Sections 3 or 4; (iii) if You reasonably determine suspension is necessary to avoid material harm to You, including if the Subscription Services is experiencing denial of service attacks, mail flooding, or other attacks or disruptions outside of GoodData's control; or (iv) as required by law or at the request of governmental entities. You acknowledge that if Your access to the Subscription Services is suspended, You may no longer have access to the Customer Data or may experience a decrease in the performance level of the Subscription Services. GoodData reserves the right, in its sole and absolute discretion, to deactivate, change and/or require You to change Your user account for any reason and at any time, with or without prior notice.

(c) **Mutual Termination.** Either party may terminate this Agreement upon: (i) written notice if the other party breaches this Agreement and fails to correct the breach within thirty (30) days following written notice specifying the breach; (ii) written notice if the other party becomes insolvent.

(d) **Effect of Termination.** Upon termination or expiration of this Agreement all rights and licenses granted to You hereunder, including, without limitation, the right to use GoodData's Marks, shall immediately cease and You shall return or destroy GoodData Confidential Information in Your possession or control. Upon termination or expiration of this Agreement, GoodData shall have no obligation to maintain or provide You with copies of Customer Data. Termination of this Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall such termination relieve any obligation to pay all fees that have

accrued or are otherwise owed under this Agreement. The parties' rights and obligations under Sections 3-5, 7-9, 10(d) and 11 shall survive the expiration or earlier termination of this Agreement.

11. General.

(a) **Governing Law.** The parties agree to first seek to amicably manage and resolve misunderstandings or disputes by escalating the same to their respective executives for timely consideration. This Agreement and all relations, disputes, claims and other matters arising hereunder (including non-contractual disputes or claims) will be governed exclusively by, and construed exclusively in accordance with, the laws of the jurisdictions set forth in the following table, as determined by the country of Your domicile (as indicated in the first column), without regard to conflicts of laws provisions. To the extent permitted by law, choice of laws rules and the United Nations Convention on Contracts for the International Sale of Goods will not apply. For the purposes of adjudicating any action or proceeding to enforce the terms of this Agreement, the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any national or provincial court of competent jurisdiction located in the venue indicated in the table corresponding to Your domicile (subject to Section 11(m) (Disputes and Arbitration)). "GoodData" as a party to this Agreement will mean the GoodData contracting entity indicated in the second column of the table corresponding to Your domicile. The prevailing party in any claim or dispute between the parties under this Agreement will be entitled to reimbursement of its reasonable attorneys' fees and costs.

Your Domicile	GoodData Contracting Entity	Jurisdiction	Venue	Notice Address	Designated Currency
Anywhere worldwide	GoodData Corporation, a Delaware corporation	The State of California	San Francisco, California	Attn: General Counsel 1 Post St. Suite 400, San Francisco, CA 94104 with copy to legal@gooddata.com .	USD

(b) **Compliance with Law.** Both parties will comply with all applicable laws and regulations in the performance of this Agreement. You will not engage in any deceptive or unethical trade practices or any act which might harm GoodData's reputation or the reputation of the GoodData Technology. You will comply with all applicable anti-corruption laws and regulations ("Anti-Corruption Laws") including but not limited to the United States Foreign Corrupt Practices Act and the UK Bribery Act, irrespective of whether You are legally subject to it. You will not cause GoodData to violate any Anti-Corruption Laws in connection with any activities related to GoodData or GoodData Subscription Services (collectively, the "Activities"). You will not, in connection with the Activities, pay, offer, promise, or authorize the payment or transfer of anything of value, directly or indirectly, to any other person or entity for the purpose of improperly obtaining or retaining business, for any other advantage for GoodData, or for any other purpose prohibited by any Anti-Corruption Laws

(c) **Export Controls.** The GoodData Technology is of United States origin and is provided subject to the U.S. Export Administration Regulations and the regulations of other jurisdictions (e.g., the European Union). Diversion contrary to applicable law is prohibited. Without limiting the foregoing, You warrant that: (i) You are not, and You are not acting on behalf of, any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States or other applicable government body has prohibited export transactions (e.g., Iran, North Korea, etc.); (ii) You are not, and You are not acting on behalf of, any person or entity listed on a relevant list of persons to whom export is prohibited (e.g., the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, the U.S. Commerce Department Denied Persons List or Entity List, etc.); and (iii) You will not use any GoodData Technology for, and will not permit any GoodData Technology to be used for, any purpose prohibited by applicable law.

(d) **Assignment.** Neither party may transfer or assign its rights under this Agreement without the prior consent of the other party. Notwithstanding the foregoing, a party may assign this Agreement, and such assignment is hereby expressly consented to, 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 assignee assumes all of the assigning party's obligations and liabilities hereunder. Any attempted assignment in violation of this paragraph is void. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

(e) **Severability.** If any provision or part of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the parties intend that the court will modify the provision to the minimum extent necessary to make it valid and enforceable, or if it cannot be made valid and enforceable, the parties intend that the court will sever and delete the illegal, invalid, or unenforceable provision or part from this Agreement. Any change to or deletion of a provision or part of this Agreement under this Section will not affect the validity or enforceability of the remaining provisions of this Agreement, which will continue in full force and effect.

(f) **Waiver of Breach.** No delay or omission by either party to exercise any right or power arising upon the other party's nonperformance or breach will impair that right or power or be construed as a waiver of it. Any waiver must be in writing and signed by the waiving party. A waiver on one occasion will not be construed as a waiver of any subsequent event of nonperformance or breach.

(g) **Injunctive Relief.** Any breach of the confidentiality or intellectual property rights terms under this Agreement by either party hereunder will result in harm and economic loss to the other party not compensable by monetary damages. Either party will be entitled to seek an injunction against such breach or threatened breach from a court of law, in addition to other legal or equitable remedies, and without the need to post a bond or other financial security for such injunctive relief.

(h) **Force Majeure.** Except for the obligation to make payments, performance under this Agreement will be postponed automatically to the extent that either party is prevented from meeting its obligations by causes beyond its reasonable control, including but not limited to acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war.

(i) **Notices and Consent to Electronic Communication.** You will receive electronic communications and notifications from GoodData in connection with the products and services to be provided hereunder and the Agreement generally. If You choose to opt out of receiving such messages, You accept all liability caused by or associated with foregoing such communications. You agree that any such communication will satisfy any applicable legal communication requirements, including that such communications be in writing. GoodData may provide You with notices by email to the email address that You registered with (and/or other alternate email address You have provided), or by regular mail. You will be deemed to have received any email sent to the email address then associated with Your account when GoodData sends the email. All notices and requests in connection with this Agreement required to be given by You to GoodData will be given in writing to the applicable address(es) specified in Section 11(a) (Contracting Entity and Governing Law).

(j) **No Agency.** The parties acknowledge that each is an independent contractor and nothing herein constitutes a joint venture, partnership, or distributor relationship. You have no right to vary any policies, conditions, representations or warranties made by GoodData, and neither party has the right to bind or act for the other as an agent or in any capacity except as expressly provided in writing by amendment to this Agreement.

(k) **Entire Agreement.** This Agreement, including all schedules and attachments contains the complete and exclusive statement of the agreement between the parties with respect to the products and services provided hereunder and supersedes all prior or contemporaneous oral or written agreements, representations, understandings, undertakings and negotiations with respect to the subject matter hereof. The terms of this Agreement apply to the exclusion of any other terms that You may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any purchase order submitted by You is for Your internal purposes only and its terms and conditions are superseded and replaced by this Agreement. Except as otherwise set forth in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless it specifically references this Agreement, explicitly expresses a desire to amend this Agreement, is set forth in writing and is signed by the parties. You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of GoodData that is not set out in this Agreement.

(l) **Controlling Language.** This Agreement has been prepared and executed in the English language only, which language will be controlling in all respects. Any translations of the provisions of this Agreement into any other language are for reference only and will

have no legal or other effect. Any notice that is required or permitted to be given by one party to the other under this Agreement must be in the English language and in writing. All proceedings related to this Agreement will be conducted in the English language. Les parties aux présentes ont formellement demandé à ce que la présente convention et tous les documents auxquels cell-ci réfère soient rédigés et signés en langue anglaise.

(m) **Disputes and Arbitration.** Subject to Section 11(g) (Injunctive Relief), any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, will be determined by arbitration in San Francisco, California, before one arbitrator. The arbitration will be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause will not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party (as defined by California Civil Code Section 1717).

(n) **Governmental Approval Obligations.** You shall, at Your own expense, obtain and arrange for the maintenance in full force and effect of all governmental approvals, stamps, consents, licenses, authorizations, declarations, filings, and registrations as may be necessary or advisable for the performance of all the terms and conditions of this Agreement, including, but not limited to, all approvals which may be required to realize the intent and purpose of this Agreement.