

IMPORTANT INFORMATION – READ CAREFULLY

UNLESS YOU HAVE OBTAINED PERMISSION TO USE THE SUBSCRIPTION SERVICES UNDER A SEPARATE, DULY SIGNED AGREEMENT WITH GOODDATA, OR UNLESS YOU HAVE AGREED TO THE GOODDATA PLATFORM FREE TERMS OF USE, ACCESS TO THE SUBSCRIPTION SERVICES IS PROVIDED UNDER THE FOLLOWING TERMS AND CONDITIONS AND ANY SUPPLEMENTAL TERMS REFERENCED BELOW AND YOUR RIGHT TO USE THE SUBSCRIPTION SERVICES IS CONDITIONED UPON YOUR ACCEPTANCE OF, AND COMPLIANCE WITH, THESE TERMS. THE GOODDATA PLATFORM TERMS OF USE DOES NOT GOVERN USE OF GOODDATA.CN SOFTWARE.

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

Updated: 12/16/2021

THE GOODDATA PLATFORM TERMS OF USE (THIS “**AGREEMENT**”) CONSTITUTES AN AGREEMENT BETWEEN THE ENTITY IDENTIFIED ON THE ORDER (“**YOU**” and “**YOUR**”) AND GOODDATA ENTITY IDENTIFIED ON THE ORDER (“**GOODDATA**”). THIS AGREEMENT GOVERNS THE ACCESS TO AND USE OF THE SUBSCRIPTION SERVICES BY YOU AND YOUR USERS. BY ENTERING INTO THE ORDER TO WHICH THIS AGREEMENT, IS HEREBY INCORPORATED BY REFERENCE, YOU AGREE TO BE BOUND BY ALL OF THE PROVISIONS HEREIN, AND ALL OTHER SUPPLEMENTAL TERMS ATTACHED HERETO OR REFERENCED HEREIN.

A. GoodData offers certain 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**”), via hosted web services (referred to as “**Subscription Services**”).

B. GoodData also performs fee-based implementation, training or other consulting services (“**Ancillary Services**”) at Your request from time to time, as described in a statement of work (“**SOW**”) that is executed by the parties, and which incorporates the terms of this Agreement.

C. You seek to participate in the GoodData PoweredBy Program (“**Program**”) and to create a branded service offering that includes the GoodData Subscription Services as described herein.

1. Definitions.

All capitalized terms not otherwise defined herein shall have the meaning set forth below.

(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) "**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).

(c) "**CCPA**" means the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq.

(d) "**Customer**" means any customer accessing or using the Subscription Services along with any product or offering and who is bound by applicable terms and conditions meeting the requirements set forth in this Agreement. Any reference to "Your Customer" in this Agreement shall mean any customer that uses or accesses Subscription Services from You, Your Customer or any customer thereof in sequence and in perpetuity.

(e) "**Customer Data**" means any and all data and information that is entered or loaded into the Subscription Services by or for You or a Customer. Customer Data excludes Usage Data.

(f) "**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.

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

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

(i) "**Order(s)**" means the mutually executed document that describes the Subscription Services and/or Ancillary Services that You agree to license access to from GoodData in accordance with the terms and conditions of this Agreement.

(j) "**Personal Data**" means Customer Data that is "personal data," "personal information," "personally identifiable information," or an equivalent term, as defined by Applicable Data Protection Law.

(k) "**Product Specific Terms**" means product entitlements description and related terms available at <https://www.gooddata.com/legal/product-specific-terms/>, which are hereby incorporated by reference into this

Agreement.

(l) “**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.

(m) “**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.

(n) “**Term**” means the length of the Agreement described in Section 11(a) below.

(o) “**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.

(p) “**Usage Data**” means anonymized, de-identified or aggregated information collected or generated by or on behalf of GoodData for purposes of providing, measuring or improving GoodData’s 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 or any Customer.

(q) “**User(s)**” mean You or Your Customers and Your or Your Customers’ respective employees, consultants, contractors, customers, or agents who are authorized to access and use the Subscription Services and who are authorized to access the Subscription Services by You (or Your Customer) for such purpose, and who is bound by applicable terms and conditions meeting the requirements set forth in this Agreement. Any reference to “**Your User**” in this Agreement shall mean any user that uses or accesses Subscription Services from You, Your Customer or any customer thereof, in sequence and in perpetuity.

2. Overview.

(a) **Program Overview.** Subject to Your compliance with the terms and conditions set out in this Agreement, GoodData will grant You access to the Subscription Services specified in the applicable Order, in accordance with the license grant in Section 3(a) below. As part of the Program and during the Term of this Agreement, You will be granted the right to (i) access certain portions of the Subscription Services directly; and (ii) provide access to and provision certain portions of the Subscription Services externally to Your Customers or Users, who in turn (iii) may provide access to and provision certain portions of the Subscription Services externally to

their own Customers or Users, in sequence and in perpetuity.

(b) **Data Processing Addendum.** As a condition for GoodData providing 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.

(c) **Ancillary Services.** If you elect to purchase onboarding Ancillary Services, You agree to the terms and conditions of the Onboarding Package which are (if applicable) attached and incorporated into this Agreement in a form of an exhibit. After the Effective Date, GoodData or its subcontractors may provide You with additional Ancillary Services as set forth in mutually executed SOWs or Orders. Each SOW and Order Form, as applicable, shall: (i) be executed by the parties; (ii) include a description of the scope of Ancillary Services and any work product or other Deliverables to be provided to You; and (iii) incorporate the terms and conditions of this Agreement.

(d) **Technical Support Services.** You are entitled to receive technical support services from trained GoodData personnel in accordance with the GoodData Support Policy available at <https://www.gooddata.com/support-policy-slc> 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.** You will generate and grant password(s) and/or single sign-on access for each of You and Your Customers access to and use of the Subscription Services. GoodData will not incur any liability to You if You or Your Customer fails to maintain the confidentiality of its access for the Subscription Services. You agree to immediately notify GoodData of any unauthorized use of the Subscription Services by contacting GoodData at: security@gooddata.com.

(h) **Tools, SDKs, and Other Software.** GoodData may, in its sole discretion, make available to You for Your convenience certain software tools, software development kits (SDKs), and similar software for download ("**Other Software**"). Such Other Software are not deemed GoodData Technology or Subscription Services, and such Other Software will be separately licensed to You. To the extent any Other Software contains components authored by third parties and licensed to GoodData, they may be subject to additional terms, which terms may be set forth in the third party notice file(s) that may accompany the Other Software. You acknowledge and agree that Your use of such Other Software is subject to Your compliance with any such additional terms.

(i) **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.

(j) **GoodData Labs.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, 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 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.

(k) **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. Technology License Grant.

(a) **License to Use GoodData Technology.** 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 solely for the intended use under Section 2(a) of this Agreement. You may permit Your contractors and Affiliates to serve as Users of the Subscription Services provided that any use by each such party is solely for Your benefit. You shall be responsible for each party's compliance with this Agreement.

(b) **Right to Sublicense the Use of GoodData Technology.** During the Term of this Agreement and subject to Your compliance and the compliance of Your Users and Your Customers with terms and conditions at least as restrictive as those set forth herein (each a "**Customer Agreement**"), GoodData hereby grants You and Your Customers the right to sublicense a temporary, limited, revocable, nonexclusive license to access and use the Subscription Services in accordance with GoodData's Documentation solely for the intended use under Section 2(a) of this Agreement. You may permit Your Customers to permit their own contractors and

Affiliates to serve as Users of the Subscription Services provided that any use by each such party is solely for such customer's benefit. You shall be responsible to GoodData for each party's compliance with this Agreement and You shall ensure that GoodData is a third party beneficiary to any such Customer Agreement granting access to GoodData Technology. The right to sublicense the access and use of GoodData Technology may be transferred from Your Customers to their own customers in sequence and in perpetuity, subject to all such Customers' and Users' continued compliance with the applicable Customer Agreement licensing access to the GoodData Technology. For the avoidance of doubt, the right to sublicense access to and use of the GoodData Technology is subject to Your payment of applicable fees for the requisite volumes of Subscription Services covering all such sublicensed access.

(c) **Reservation of Rights.** Other than Your and Your Customers and Users rights to access and use 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 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.

4. 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 and Your Customer's 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 and Your Customers are not obligated to provide GoodData with Feedback. You and Your Customer's 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 websites, 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 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 or Your Customers with information related to the Subscription Services. You shall ensure that GoodData has the right to access and use Your and Your Customers’ account information and any data You or Your Customer upload to the Subscription Services 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 and Your Customers cannot be identified.

5. 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 Customers or Users that would otherwise constitute a material breach of this Agreement (including with respect to data uploads into GoodData Technology, which are not authorized hereunder). Without limitation of the foregoing, You hereby agree that You will provide the Subscription Services to Your Customers or Users subject to the same terms and conditions that You provide to Your Customers for Your own product or services, including, such terms and conditions that: (i) are no less protective of GoodData’s rights and ownership than this Agreement, and contain restrictions at least equivalent to those set forth in Sections 4 and 5; (ii) do not grant greater use or access rights to the Subscription Services

than those rights, licenses and permissions described in this Agreement; (iii) contain warranty disclaimers consistent with those set forth in this Agreement, including conspicuous disclaimers of warranties of merchantability, satisfactory quality and fitness for particular purpose, and a statement that GoodData and its licensors do not grant any warranty and shall not have any direct or indirect liability to Your Customers; (iv) include the restrictions described in this Section 5. You shall use best efforts to cooperate with GoodData to enforce all such limitations, restrictions and protections with respect to Your Customers. If You offer terms to Your Customers that create greater liability than the liability assumed by GoodData under this Agreement You hereby agree that You and Your Customers will not have any recourse with GoodData for such terms and that you shall indemnify and hold GoodData harmless for such excess liability. You hereby agree not to provide Your Customers with any terms that permit Your Customers to enforce this Agreement against GoodData and that you shall indemnify and hold GoodData harmless for any such claims.

(b) **Restrictions on Sensitive Personal Data Uploads.** You expressly acknowledge and agree that You and Your Customers shall not upload, store or transmit, through the Subscription Services, and GoodData shall neither accept nor have any liability to You or Your Customers for (i) 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); or (ii) 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 (collectively the, “**Sensitive Personal Data**”), unless and until You purchase the GoodData platform and services package intended for the processing of such Sensitive Personal Data (“**Additional Security and Compliance Add-Ons**”). Upon the purchase of the Additional Security and Compliance Add-Ons, You may use the Subscription Services to collect, transmit or process Sensitive Personal Data if (i) You enter into and complete applicable mutually executed schedule hereto to provision the GoodData platform for the processing and distribution of such Sensitive Personal Data; (ii) You inform GoodData by email and receive a written confirmation from GoodData prior to the commencement of Your initial loading of such Sensitive Personal Data onto the GoodData platform by either You or Your Customers; and (iii) You comply with GoodData policies for such Sensitive Personal Data processing, set forth in the Documentation or in the applicable mutually executed schedule hereto. For the avoidance of doubt, You also shall not upload, store or transmit, through 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) **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 as part of the Program. You shall not engage in, and shall contractually restrict each Customer or 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.

(d) **Access; Security.** You are responsible for all activities conducted under all login credentials assigned to or created by You and Your Users, including the failure to adequately safeguard login credentials or as a result of any sharing of login credentials. You shall ensure You and Your Customers safeguard and protect the GoodData Technology, Subscription Services and account passwords with the same level of care used to protect Your or Your Customer's own highly proprietary information, but not less than a commercially reasonable level of care for highly proprietary information. You shall not (i) permit the concurrent use of a single login credential, or time-sharing of the GoodData Technology; (ii) attempt to circumvent the authentication required to access the GoodData Technology or other security measures of the GoodData Technology, or (iii) authorize or permit any person or entity to do any of the foregoing.

6. 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 and Ancillary Services, if any, 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 6 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.

7. Security; Transmission.

(a) **Security Procedures.** GoodData will maintain administrative, physical and technical safeguards reasonably designed for the protection of the confidentiality, integrity and availability 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 5, 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 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 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.

8. Fees and Payment.

(a) **Fees.** In consideration for the Subscription Service access rights granted to You by GoodData under this Agreement, You agree to pay GoodData the fees stated in the Order. All fees paid are non-refundable.

(b) **Payment Terms.** Unless otherwise agreed in an Order or SOW, payments to GoodData will be made no

later than thirty (30) days following receipt of invoice from GoodData. If any fee payments become past due, GoodData reserves the right to temporarily suspend all Subscription Services until outstanding payments are paid in full. You are free to determine, in Your sole discretion, the prices at which You offer and resell the Subscription Services to Your Customers. All payments shall be made in U.S. Dollars, unless otherwise agreed by the parties in writing, by bank-to-bank wire transfer, all charges prepaid, or by check drawn on a United States bank.

(c) **Taxes.** You will be responsible for and will indemnify and hold GoodData harmless against all international, federal, state and local taxes of any government, including, but not limited to, sales and use tax (exclusive of taxes on GoodData's net income), duties and assessments arising on or measured by amounts payable to GoodData or arising on or measured by amounts sold by You. If any applicable law requires You to withhold amounts from any payments to GoodData: (a) You shall effect such withholding, remit such amounts to the appropriate authorities and promptly furnish GoodData with tax receipts evidencing the payments of such amounts; and (b) in the event GoodData is required to remit the withholding, GoodData shall make such payment, and the sum payable by You upon which the deduction or withholding is based shall be increased to the extent required such that GoodData receives the gross amount owed by You notwithstanding such withholding. If You or your use of the GoodData platform are exempt from sales tax, it is Your responsibility to provide GoodData with appropriate sales tax exemption documentation at billing@gooddata.com.

(d) **No Set-Off.** You will not set-off or offset against GoodData's invoices amounts that You claim are due to You by GoodData or any amounts resulting from any billing or collection disputes between You and a Customer. You will bring any claims or causes of action You may have in a separate action and waive any rights You may have to offset, set-off, or withhold payment for the Subscription Services delivered by GoodData.

(e) **Currency Control.** You represent and warrant that, as of the Effective Date of this Agreement, no currency control laws applicable in countries other than the United States where You conduct the activities under the Agreement prevent the payment to GoodData of any sums due under this Agreement. If any such laws come into effect and the local government of the territory where payment shall be made does not permit that payment be made in United States Dollars, You will notify GoodData immediately, and if so instructed by GoodData, deposit all monies due GoodData to the account of GoodData in a local bank of GoodData's choice in the affected country.

9. 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 Customers or 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 or Your Customer's branded service offering, (C) Your or Your Customer's distribution of the Subscription Services, (D) Your or Your Customer's use of the Subscription Services or (E) other materials supplied by You or Your Customers for use alongside the Subscription Services (including, without limitation, any product related documentation that is not GoodData Technology); and (ii) indemnify GoodData (and require that Your Customers 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 9 (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, and refund any pre-paid GoodData Technology fees attributable to such 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 9(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 9 STATES YOUR SOLE AND EXCLUSIVE REMEDY AND GOODDATA'S ENTIRE LIABILITY FOR ANY INFRINGEMENT CLAIMS OR

ACTIONS.

10. 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: (i) the unmodified Subscription Services will materially conform to the relevant feature and functionality descriptions set forth in the Documentation; and (ii) Ancillary Services will be performed in a competent and workmanlike manner in accordance with generally accepted industry standards. Your sole and exclusive remedy for GoodData's breach of these warranties will be the performance or re-performance of the Ancillary Services, 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. THE WARRANTIES SET FORTH IN THIS SECTION 10 ARE EXCLUSIVE TO YOU AND DO NOT APPLY TO YOUR CUSTOMERS.

(b) **EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10(A), THE GOODDATA TECHNOLOGY IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GOODDATA DOES NOT REPRESENT THAT YOUR OR YOUR CUSTOMERS' USE OF THE GOODDATA TECHNOLOGY WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE GOODDATA TECHNOLOGY WILL MEET YOUR OR YOUR CUSTOMERS' 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 THE AMOUNT OF SUBSCRIPTION SERVICE FEES PAID BY YOU DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

11. Suspension and Termination.

(a) **Term.** This Agreement shall commence on the Effective Date set forth in the Order 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, subject to the cure period in Section 11(c)(i); (ii) if GoodData deems such suspension necessary as a result of You or Your Customer's breach of Sections 4 or 5; (iii) if You reasonably determine suspension is necessary to avoid material harm to You or Your Customers, 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. For paid

GoodData Subscription Services, GoodData shall make Customer Data available to You for a period of thirty (30) days after Termination in the current format that it is stored in the GoodData Subscription Services. Thereafter, 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 4, 5, 6, 8-10, 11(d) and 12 shall survive the expiration or earlier termination of this Agreement.

12. 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 will be governed by and construed, interpreted and enforced in accordance with the laws of the state of California. Any dispute arising out of this Agreement shall be resolved in the State or Federal courts located in San Francisco County, California and each party consents to the jurisdiction and exclusive venue of such forum; provided that any party may seek injunctive relief in any jurisdiction. The 1980 United Nations Convention on Contracts for the Sales of Goods will not apply to this Agreement.

(b) **Compliance with Law.** You will comply with all applicable laws in operating Your business, undertaking all Program activities, and marketing the GoodData Technology and Subscription Services. 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 or Subscription Services. including without restriction, all applicable anti-corruption laws and regulations ("**Anti-Corruption Laws**") including but not limited to the United States Foreign Corrupt Practices Act ("FCPA") and/or the UK Bribery Act, irrespective of whether You are legally subject to it. You shall not cause GoodData to violate the FCPA, the UK Bribery Act or any Anti-Corruption Laws in connection with the activities conducted on behalf of GoodData under the Agreement or any other activities involving the GoodData (collectively, the "**Activities**"). You shall 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 the FCPA, UK Bribery Act or 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 agree 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, a party may assign this Agreement 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.

(e) **Binding on Successors.** This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

(f) **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.

(g) **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.

(h) **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 shall be entitled to seek an injunction against such breach or threatened breach, in addition to other legal or equitable remedies, and without the need to post a bond or other financial security for such injunctive relief.

(i) **Force Majeure.** 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 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.

(j) **Notices and Consent to Electronic Communication.** You consent to receiving electronic communications and notifications from GoodData in connection with the services to be provided hereunder and the Agreement generally. 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 associated with Your account if 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 shall be given in writing to: Attn: General Counsel, GoodData Corporation, 1 Post St., Suite 400, San Francisco, CA 94104.

(k) **No Agency.** 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. The relationship under this Agreement shall not create any legal partnership, franchise relationship, distributor relationship, or other form of legal association between the parties that would impose a liability between the parties or to third parties.

(l) **Entire Agreement.** This Agreement, including all exhibits and attachments, contains the complete and exclusive statement of the agreement between the parties with respect to the subject matter herein. The terms and conditions of this Agreement shall prevail over any purchase order submitted by You. GoodData reserves the right to revise this Agreement from time to time. GoodData will date and post the most current version of this Agreement on the GoodData Legal Center, available at <https://www.gooddata.com/legal>. Any changes will be effective upon posting the revised version of this Agreement (or such later effective date as may be indicated at the top of the revised Agreement). If, in GoodData's sole discretion, GoodData deems a revision to this Agreement to be material, GoodData may notify You via the Subscription Services Notice. Notice of other changes may be provided via the GoodData Legal Center. Check the date and/or version number of the Agreement whenever You visit the GoodData Legal Center to see if this Agreement has been updated. Your continued access or use of any portion of the Subscription Services constitutes Your acceptance of such changes. If You do not agree to any of the changes, GoodData is not obligated to continue providing the Subscription Services, and You must stop using the Subscription Services.

(m) **Counterparts.** This Agreement may be signed in counterparts and by facsimile, each of which shall be considered an original document, but together which shall constitute one complete document.

(n) **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.

(o) **Disputes and Arbitration.** 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. Any dispute, claim or controversy arising out of or relating to this Agreement (including all the Exhibits) or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or

applicability of this agreement to arbitrate, shall be determined by arbitration in San Francisco, California, before one arbitrator. The arbitration shall 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 shall 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).

(p) **Third Party Disputes.** If You obtain access to the Subscription Services through a GoodData authorized partner ("**Partner**") as part of such Partner's product or service or otherwise through such Partner, You hereby expressly agree that GoodData is not responsible for its Partner dealings. In the event that You have a dispute with a Partner (except in the case where a dispute arises as a result of GoodData's wilful misconduct or gross negligence) You hereby expressly release GoodData and its affiliates from claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. You expressly agree that You shall not be deemed a third-party beneficiary to any agreement or dealings between GoodData and any Partner. For the avoidance of doubt, this Agreement shall directly supersede anything to the contrary set forth in the Uniform Commercial Code which would otherwise enable You to seek direct recourse from GoodData for such disputes.

(q) **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.