

## **General terms**

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, via hosted web services and as on-premise software.

GoodData also performs fee-based implementation, training or other consulting services at Company's request from time to time, as described in a statement of work that is executed by the parties, and which incorporates the terms of this Agreement.

Unless otherwise agreed in an Order or statement of work, payments to GoodData will be made no later than 30 days following receipt of invoice from GoodData. If any fee payments become past due, GoodData reserves the right to temporarily suspend all Services usage rights until outstanding payments are paid in full. GoodData also reserves the right to charge a fee equivalent to 2% per month on all amounts past due. All payments will be made in the currency designated in the relevant Order.

GoodData uses services of certain vendors for processing of customer data while providing services to its customers ("**Subprocessor(s)**"). Current list of GoodData Subprocessors providing services which might impact GoodData's customers is available at <https://www.gooddata.com/legal/#subprocessors>.

Legal entity responsible for payment processing is the GoodData entity specified in the respective Order, i.e. either GoodData Corporation or GoodData Ireland.

The master agreement and all relations, disputes, claims and other matters arising thereunder (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 master agreement, as determined by the GoodData contracting entity, without regard to conflicts of laws provisions.

## **Privacy Policy**

GoodData Privacy Policy is available at: <https://legal.gooddata.com/#privacy-policy>.

## **Delivery Information**

The GoodData services are provided remotely and are provisioned upon execution of the respective master agreement.

GoodData provides its services worldwide subject to the U.S. Export Administration Regulations and the regulations of other jurisdictions (e.g., the European Union).

## **Refund and Cancellation Policy**

All fees paid are non-refundable and not subject to any set-off.

Unless otherwise specified by the respective Order, statement of work or the master agreement, either party may terminate the master agreement upon written notice if the other party materially breaches the master agreement and fails to correct the breach within 30 days following written notice specifying the breach. Either party may terminate an Order or statement of work upon written notice if the other party materially breaches the master agreement or the applicable Order or statement of work and fails to cure the breach within 30 days following written notice specifying the breach.

## **Contact Information**

GoodData Corporation (or its Affiliates as specified in the respective Order)

E-mail: [legal@gooddata.com](mailto:legal@gooddata.com)

Phone number: 415.200.0186