GoodData Cloud Terms of Use

Last Update: November 11, 2026

BY USING THE SERVICES OR CLICKING THAT YOU AGREE OR ACCEPT THIS AGREEMENT, THE ENTITY IDENTIFIED DURING THE REGISTRATION PROCESS FOR THE SERVICES OR IDENTIFIED IN THE ORDER (THE **"COMPANY"**) AGREES TO BE BOUND BY THESE GOODDATA CLOUD TERMS OF USE (THIS "**AGREEMENT**") AND ALL OTHER SUPPLEMENTAL TERMS ATTACHED HERETO OR REFERENCED HEREIN. IF YOU DO NOT HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT, OR IF THE COMPANY DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, NEITHER YOU NOR THE COMPANY MAY USE THE SERVICES, AS DEFINED BELOW.

1. Definitions.

All capitalized terms not otherwise defined herein will 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) "**Computer Program Directive**" means Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs.

(e) **"Customer"** means any entity that accesses or uses the Data Product (i) with whom Company has a legal agreement directly (including any of a customer's affiliates covered by such agreement) ("**Direct Customer**"), or (ii) who is a customer of a such a customer, with a legal agreement between them to that effect, in sequence and in perpetuity (i.e., Company's customer through multiple tiers) ("**Indirect Customer**"). References to "Company's Customers" or "Customers" will include Direct Customers and Indirect Customers collectively.

(f) "**Customer Data**" means any and all data and information that is entered or loaded into the Services by or for Company or a Customer (if applicable). Customer Data excludes data once it has been exported from the Services and Usage Data.

(g) "**Data Product**" means Company's product or service offering integrating or embedding the Services (if applicable), which at all times represents a significant functional and value enhancement to the Services such that the primary reason for a user to use the Data Product is other than the right to receive access to the functionality of the Services available via the Data Product. "Data Product" includes all modifications and derivative works thereof, however made, including a Customer's product or service which integrates with or embeds the Company's Data Product.

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

(i) "**Documentation**" means the online product documentation, user instructions and help files made available to Company by GoodData.

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

(k) **"GoodData"** means the entity specified in the relevant Order.

(l) **"GoodData Technology"** means the Services, Development Tools, Trial Services, Previews, Deliverables, Usage Data, Documentation, and all derivatives thereof.

(m) **"Order(s)"** means the mutually executed document that describes the Services and / or Professional Services that Company purchases from GoodData in accordance with the terms and conditions of this Agreement.

(n) "**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.

(o) **Product Specific Terms"** means product entitlements descriptions and related terms available at https://www.gooddata.ai/legal/#product-specific-terms-cloud, as may be updated from time to time.

(p) "**Professional Services**" means implementation, training or other consulting services performed by GoodData for Company, as may be required from time to time and as described in a statement of work ("**SOW**").

(q) "**Security Breach**" means an unlawful or unauthorized use or acquisition of Personal Data due to GoodData's failure to comply with the GoodData Security Program. The term Security Breach excludes: (a) unsuccessful attempts to penetrate computer networks or servers maintained by or for GoodData; (b) immaterial incidents that occur on a routine basis, such as general "pinging" or "denial of service" attacks; and (c) GoodData's good-faith receipt of Highly Sensitive Personal Data or PHI in violation of Section 4(c) (*Restrictions on Personal Data Processing)*.

(r) "**Services**" means the GoodData Cloud offering provided to Company by GoodData as specified in an Order.

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

(t) "**Usage Data**" means anonymized, de-identified or aggregated information collected or generated by or on behalf of GoodData which GoodData may use pursuant to Section 3(e).

(u) "**User(s)"** means an individual such as an employee, consultant, contractor, or agent who is authorized to access and use the Services by Company, a Customer (where applicable), and who is bound by applicable terms and conditions meeting the requirements set forth in this Agreement. References to "Company's Users" or "Users" will include all users collectively, including users authorized by Company, Direct Customers, and Indirect Customers.

2. Access and Licenses.

(a) **Services Access**. GoodData hereby grants Company the right to access the Services so that the Company may: (i) use the Services internally for Company's business operations; (ii) use and reproduce the Documentation to assist Company in Company's use of the Services; and (iii) if Company purchases a separate license for Embedded Analytics, then also create a Data Product and make the Services and/or the Data Product available to, or distribute the Data Product to, Company's Direct Customers and Company's Users; and allow Direct Customers and Indirect Customers to make the Services and/or the Data Product available to, or distribute the Data Product, to their respective Users and other Indirect Customers. For the avoidance of doubt, if Company purchases a separate license for Internal Analytics as indicated on the Order or Product Specific Terms, Section 2(a)(iii) shall not apply. GoodData reserves the right, in its sole discretion, to change or update the Services from time to time. GoodData will notify the Company in advance of changes to the Services that materially reduce their functionality. Notwithstanding the preceding terms of this Section 2(a), the Services are supplied to Company strictly as a service (SaaS). No license or any other use rights within the meaning of the Computer Program Directive are granted to Company, Customer or User in relation to any software (or its part) used by GoodData in relation to the provision of a Service.

(b) **Restrictions**. Except as expressly permitted in this Agreement, an Order, or a SOW, Company will not (and Company will not permit any third party to): (i) sell, lease, assign, license, sublicense, distribute, make available or otherwise transfer in whole or in part the GoodData Technology, or any component thereof to any third party; (ii) modify the GoodData Technology or any component thereof; (iii) reverse engineer, disassemble, or decompile the GoodData Technology or any component thereof (including any system prompts, instructions, or similar inputs used to configure or control the behavior of artificial intelligence or machine learning components,

whether accessed directly or through logs or other outputs), or attempt to discover or disclose the source code of the GoodData Technology or any component thereof unless it is provided to Company in source code form; (iv) distribute an on-premise Data Product in a form other than object code or executable; (v) encumber, time-share, rent, or lease the rights granted under this Agreement; (vi) remove, obscure, or alter any notice of intellectual property rights present on or in the GoodData Technology or any component thereof; (vii) make any representations or warranties regarding the GoodData Technology that are false or misleading or which exceed those contained in this Agreement, the Documentation, or any marketing materials made available to Company; (viii) use the GoodData Technology in a manner that is in violation of any third party rights of privacy or intellectual property rights; (ix) 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; (x) send or store material containing malware or any other harmful computer code, files, scripts, agents or programs; (xi) attempt to circumvent, modify, or disable the authentication required to use the Services, any technical restrictions in the Services, or any other security measures of the Services; (xii) conduct a penetration test or a vulnerability scan of the GoodData Technology; (xiii) use the GoodData Technology to create or distribute unsolicited messages, including but not limited to advertisement, spam, phishing or otherwise fraudulent messages; (xiv) use the GoodData Technology to participate in or allow for security attacks and/or hacking attempts against GoodData or a third party or (xv) publish or otherwise distribute the results of any benchmarking studies related to the Services to third parties unless Company provides a copy of its study to support@gooddata.com prior to distribution and obtains GoodData's consent. If the Company wishes to exercise any rights to reverse engineer any computer program for the purpose of ensuring interoperability of an independently created computer program that have not been or cannot be excluded by this Agreement, Company must first provide GoodData with written notice and all reasonably requested information to support@gooddata.com, permit GoodData to assess Company's claim within 30 days and, at GoodData's sole discretion, to make an offer to provide alternatives that reduce any adverse impact on GoodData's intellectual property or other rights.

(c) **Providing Data Product to Customers and Users**. Company will be liable for any acts or omissions by Customers or any Users that would constitute a material breach of this Agreement if committed by Company. Without limitation of any of the foregoing, Company will enable access to the Services to Direct Customers (if any) subject to the same terms and conditions that Company provides for the Data Product. With respect to the Data Product, Company's agreements with its Users and Direct Customers, and Direct Customers' agreements with Indirect Customers must: (i) be no less protective of GoodData's rights and ownership than this Agreement; (ii) not grant greater access rights to the Services than those rights and permissions described in this Agreement or an applicable Order; (iii) contain a statement that GoodData and its licensors (or Company's licensors generally) do not grant any warranty and will not have any direct or indirect liability to any Customers or Users, and that Customers or Users are not third-party beneficials of this Agreement; (iv) include the no license disclaimer in Section 2(a) and restrictions in Section 2(b) above; and (v) require Customers to flow requirements (i)-(v) down to their own Customers (i.e. Indirect Customers). Company will use best efforts to enforce all the limitations, restrictions and protections in this Section 2(c) with respect to all Customers and Users.

(d) **Technical Support Services and Service Level Availability**. Company may be entitled to receive technical support services (the "**Support Services**") and respective level of availability for the Services in accordance with the applicable GoodData support policy and service level commitment available at https://www.gooddata.ai/legal/#support-policy-gooddata-cloud). As part of a support request, Company must not submit any data to GoodData that: (i) Company does not have the right to provide to GoodData; (ii) constitutes Protected Health Information or Highly Sensitive Personal Data; (iii) contains financial information including, for example, any payment card information; or (iv) is regulated by law or regulation Company does not comply with or which would prohibit sharing such information with GoodData hereunder. For clarity, these restrictions apply regardless of whether Company has subscribed to any add-on(s) described in Section 4(c), as such add-on(s) cover the processing of data through the Services and do not extend to Support Services.

(e) **Professional Services**. GoodData or its subcontractors may provide Company with Professional Services as set forth in SOWs and/or Orders. Each SOW and Order, as applicable, will: (i) be executed by the parties; (ii) include a description of the scope of Professional Services and any work product or other Deliverables to be provided to Company; and (iii) incorporate the terms and conditions of this Agreement. The rights granted in Section 2(a) (Services Access) will extend to any Deliverables; however, if Deliverables are considered a work under copyright law, GoodData hereby grants the Company a non-exclusive, worldwide, non-transferable license to use such Deliverables for the duration of the Agreement, solely to be used in connection with the Services.

Company has no right to, and is not permitted to, use the Deliverables with any other services or develop any proprietary solutions based on the Deliverables.

(f) **Development Tools**. GoodData may, in its sole discretion, make available to Company for Company's convenience certain software tools, software development kits (SDKs), and similar software for download ("**Development Tools**"). Such Development Tools are not necessary for the proper functioning of the Services, will not be deemed Services. In the absence of a separate license agreement for such Development Tools, during the Term, GoodData hereby grants Company and its Users a non-exclusive, royalty-free, non-transferable (except as set forth in Section 13(f) (*Assignment*)), non-sublicensable worldwide license to: (i) modify and create derivative works of Development Tools provided by GoodData in source code format; and (ii) reproduce and use the Development Tools (including modifications thereof made by Company per Section 2(f)(i)) for Company's internal business operations solely in connection with Company's use of the Services.

(g) **Trials.** If GoodData provides Company with services on a trial or evaluation basis ("**Trial Services**"), Company may use such Trial Services as if they were "Services" under this Agreement for the purposes of Sections 1-6, 7, 11, 12, and 13; however, notwithstanding anything to the contrary in this Agreement, (a) the Trial Services are provided on an "as-is" basis without any indemnification, support, or warranties or representations of any kind; and (b) unless the parties agree otherwise in writing, all Trial Services will expire after one (1) calendar month.

(h) **Previews**. GoodData may make available to Company certain products, features, services, software, regions or cloud providers that are not yet generally available and which are labeled as "early access," "private preview," "public preview," "pre-release," "beta" or similar (collectively, "**Previews**"). Previews are not Services and Company rights with respect to Services will not apply to Previews. Previews may be provided to Company under separate terms and conditions. In the event of any conflict between this Agreement and the Preview terms, the Preview terms will govern and control solely with respect to the Previews. In the absence of a separate agreement for a Preview, if GoodData provides Company with access to a Preview, then GoodData hereby grants Company and its Users a worldwide, non-exclusive, non-sublicensable, and non-transferable (except as set forth in Section 13(f) (*Assignment*)) right and license to: (i) use the Preview (if any) that is not provided by GoodData as software-as-a-service, solely to internally evaluate the Preview in a non-production environment with non-confidential, non-production data; and (ii) install and execute a Preview made available to Company as downloadable software, solely on machines operated by or for Company for internal evaluation. If a Preview is made available to Company as software-as-a-service, Section 2(b) applies to such Preview respectively. Previews, including their features and functionality: (A) are not an official product and have not been commercially released; (B) may not be in final form or be fully functional; (C) may contain errors, design flaws or other problems; (D) may generate or produce inaccurate information or unexpected or incorrect results; (E) may cause loss of data or communications, project delays or other unpredictable damage or loss; (F) may never be released as a commercial version; and (G) may be discontinued by GoodData in whole or in part, at any time and without any obligation or liability to Company or its Users. Any license or right to access Previews will expire at a date specified to Company by GoodData, or if no date is specified, then the earlier of 30 days following the date of general release of a Preview, or 180 days from the date the Preview was provided to Company. This Section 2(h) will apply to Previews notwithstanding any contrary provision in this Agreement.

(i) **Open Source Software**. Open source software ("**OSS**") components provided with the GoodData Technology are licensed to Company under the terms of the applicable license agreements included with such OSS components. OSS licenses can be found in the open source attribution files accompanying or linked to from the GoodData Technology, or as applicable, corresponding source files ("**Source Code**"). All OSS license terms are consistent with the licenses granted in this Agreement and may contain additional rights benefiting Company. The OSS license terms will take precedence over this Agreement to the extent that this Agreement imposes greater restrictions on Company than the applicable OSS license terms. To the extent the license for any OSS requires GoodData to make available to Company the Source Code (and/or any modifications), Company may obtain a copy of the applicable Source Code by sending a written request, with Company's name and address to: GoodData Corporation, 135 Main Street Suite 550 San Francisco, CA 94105, United States of America or legal@gooddata.com. All requests should clearly specify: Source Code Request, Attention: Head of Legal. This offer to obtain a copy of the Source Code is valid for three years from the date Company acquired the applicable GoodData Technology.

(j) **Trademark License.** Each party hereby grants to the other, a non-exclusive, non-transferable (except as set forth in 13(f) (*Assignment*)), worldwide license, without the right to sublicense, to use their respective trademarks, service marks and logos (collectively referred to as "**Marks**") on their respective web sites or marketing materials in connection with (i) GoodData identifying Company as a customer or Company identifying itself as a customer of GoodData; and (ii) in mutually agreed-upon collateral sales materials. Each party will only use and display the other party's Marks and copyrighted information in accordance with the applicable guidelines provided by the other party, if any. 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.

(k) **Customer Data.** Subject to the terms of this Agreement, Company hereby grants to GoodData, its contractors, and its Affiliates a non-exclusive, worldwide, royalty-free right to collect, store, process and disclose the Customer Data solely to the extent necessary for GoodData to provide the Services, Professional Services, Support Services or as may be required by law.

(l) **Conditional License**. The licenses and rights granted to Company in this Section 2 are subject to and conditioned upon Company's compliance with this Agreement, any applicable Documentation, the Product Specific Terms, the DPA, the DAA, and any applicable Order or SOW.

3. Intellectual Property Rights.

(a) **GoodData's Ownership.** Except for the rights expressly granted in Section 2 (*Access and Licenses*), GoodData and its licensors own and reserve all right, title, and interest in and to the GoodData Technology and all intellectual property rights therein.

(b) **Company Ownership.** Except for the rights granted in Section 2 (*Access and Licenses*), Company owns and reserves all right, title, and interest in and to the Data Product (if any) (excluding any GoodData Technology) and the Customer Data, and any intellectual property rights therein, respectively.

(c) **Reservation.** GoodData expressly reserves the right to market and provide the GoodData Technology itself or through other resellers, distributors, licensees or agents, and Company will not be entitled to any commission or compensation whatsoever in relation to the marketing or provision of the GoodData Technology by GoodData or its resellers, distributors or agents.

(d) **Feedback.** From time to time, GoodData may request that Company and Company's Customers (if any) may provide GoodData with verbal and/or written suggestions, comments or other feedback related to GoodData's existing or prospective GoodData Technology or Professional Services, including, without limitation, design input, and troubleshooting or other assistance provided in response to support requests (collectively, "**Feedback**"). Company and Company's Customers are not obligated to provide GoodData with Feedback. To the extent Company or Company's Users provide Feedback to GoodData, Company hereby grants to GoodData a perpetual, irrevocable, royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 13(f) (*Assignment*)), non-exclusive, worldwide right and license to exploit the Feedback in any manner without restriction (whether of confidentiality, compensation or otherwise). All Feedback is provided "AS IS" and Company makes no warranties whatsoever about any Feedback.

(e) **Usage Data**. GoodData may collect and use Usage Data to (a) provide, analyze, support and improve GoodData's products and services; (b) enforce the rights and obligations in this Agreement; and (c) create and distribute reports and materials about GoodData's products and services. GoodData will not identify Company or Customers as a source of information for any report or material described in this Section. On-premise versions of the Services may allow Company to disable transmission of certain Usage Data.

4. Company's Obligations; Restrictions.

(a) **User Activity**. User accounts cannot be shared between individuals. Company is responsible for all activities conducted under all login credentials assigned to or created by Company and Company's Users, including the failure to adequately safeguard login credentials or as a result of any sharing of login credentials. GoodData reserves the right, in its sole discretion, to deactivate, change and/or require Company to change Company's user credentials for any reason and at any time, with or without prior notice.

(b) **Compliance**. Company will ensure that GoodData has the right to access and use Company's and Customers' account information and any Customer Data for the purposes of delivering the Services, Professional Services, and Support Services. Company and all

Users will comply with all applicable laws, including Applicable Data Protection Laws. Company is solely responsible for the accuracy, content and legality of all Customer Data.

(c) **Restrictions on Personal Data Processing.** GoodData may offer Company additional security and compliance add-on(s) intended for the processing of 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). Unless Company subscribes to the relevant add-on(s), Company and its Customers will not process through the Services, and GoodData will not have any liability to Company or its Customers for PHI under HIPAA and/or Highly Sensitive Personal Data. "**Highly Sensitive Personal Data**" means user credentials, social security numbers, driver's license numbers, bank account numbers or any data subject to PCI-DSS.

(d) **Third Party Applications**. The Services may include URL links or integrations with Third-Party Applications to facilitate Company's or Customers' use of such Third-Party Applications, at Company's sole discretion. Notwithstanding the foregoing, any procurement or use of Third-Party Applications is solely between Company and the applicable third party, and GoodData will have no liability for such Third-Party Applications. GoodData cannot guarantee the continued availability of such Third-Party Applications or the Services' integration with them and may cease providing the integrations without entitling Company to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third-Party Application ceases to make the Third-Party Application available for interoperation with the Services in a manner acceptable to GoodData.

5. AI Features

(a) **AI Features**. As part of the Services, GoodData may provide access to certain tools and functionalities that utilize artificial intelligence, machine learning, or comparable technologies ("**AI Features**"). These features are made available as part of the Artificial Intelligence Module, in accordance with the Product Specific Terms.

(b) **Inputs and Outputs.** Company, Company's Customers, and their respective Users may interact with the AI Features by submitting queries, instructions, or prompts ("**Inputs**"), which may generate text, visualizations, summaries, or other forms of content in response ("**Outputs**"). Company is solely responsible for the accuracy, legality, and appropriateness of all data input into the AI Features. Outputs generated by the AI Features are provided "as is" and may be based on probabilistic models; Company must not rely on such Outputs without independent verification. GoodData disclaims all warranties regarding the accuracy or reliability of AI-generated Outputs.

(c) **Rights and Ownership.** Between Company and GoodData, Company retains any rights Company holds in the Inputs Company, Company's Customers, and their respective Users provide and the Outputs they generate. GoodData retains all intellectual property and proprietary rights in the AI Features themselves, including all related models, systems, and improvements derived from aggregated usage patterns.

(d) **LLM Providers and Customer Data.** The AI Features rely on large language models ("LLMs"), which are, at Company's discretion, (i) provided by third parties and facilitated by Company ("BYO LLMs"); (ii) provided by third parties and facilitated by GoodData ("Third-Party LLMs"), or (ii) provided and hosted directly by GoodData ("GoodData LLMs"). To generate Outputs, the AI Features process Inputs and relevant Customer Data with the LLM as needed to respond to a request, in line with the settings Company selects. GoodData retains Inputs and Outputs to provide the AI Features (i.e. conversation history), and may use the conversation history to provide Support Services, troubleshoot and improve the AI Features. GoodData does not use Customer Data, Inputs or Outputs to train or fine-tune AI models, and contractually requires the providers of Third-Party LLMs it engages not to do so.

(e) **Compliance and Indemnification.** Company shall comply with all applicable laws and regulations in connection with its use of AI Features. Company agrees to indemnify, defend, and hold harmless GoodData from any claims, damages, or liabilities arising out of or related to Company's use of the AI Features, including but not limited to any misuse of AI-generated outputs or violation of applicable laws.

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 will 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, Customer Data, and login credentials for the Services. The GoodData Technology, and any Professional Services will be deemed GoodData Confidential Information. The following information will be considered Confidential Information whether or not so marked or identified: security documentation including, without limitation, SOC 2 Type II Security and Availability Report, ISO 27001 Statement of Applicability, Penetration Test Results, and similar reports and related information ("**Security Documentation**"). Notwithstanding the foregoing and except for Personal Data, nothing received by a receiving party will 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 rightfully 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.

(b) **Non-Disclosure.** The parties agree to use all reasonable care to prevent disclosure of the other party's Confidential Information to any third party. Notwithstanding the foregoing, either party may disclose Confidential Information to its employees, consultants, and other third-party providers solely to the extent necessary to exercise its rights or obligations under this Agreement (or any Order or SOW), provided that the party has a non-disclosure agreement in place with such third-party provider that protects such Confidential Information against disclosure in a manner no less protective than this Agreement and provided that the each party remains responsible for any breach of this Section 6 by such providers, as if they were that party's own employees. The foregoing notwithstanding, a receiving party may disclose the other party's Confidential Information to the minimum extent legally required 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, obtain or allow for a reasonable effort by the disclosing party to obtain a protective order prior to disclosure, and reasonably cooperate with disclosing party at disclosing party's request.

(c) **Disclosure and Use of Security Documentation**. The receiving party may disclose the disclosing Party's Security Documentation to the receiving party's customers or prospects ("**End Recipients**"), subject to and on condition that the receiving party (a) imposes on each such End Recipient confidentiality provisions at least as stringent as those contained in this Agreement protecting disclosing party's Security Documentation before such disclosure; (b) contractually prevents any further downstream distribution or disclosure of any disclosing party's Security Documentation; (c) provides disclosing party with a prior notice regarding such disclosure; and (d) maintains a full list of all End Recipients to disclosing party upon request. In addition, as applicable to Security Documentation only, the receiving party expressly acknowledges that it is fully liable and responsible for any breach of these confidentiality obligations by any End Recipient (including, without limitation, unpermitted distribution or disclosure of the disclosing party's Security Documentation; any End Recipient's distribution of the disclosing party's Security Documentation further downstream to any unauthorized entity, which in turn discloses the Security Documentation; or disclosure of the Security Documentation due to a security breach). The parties acknowledge that End Recipient is not an intended beneficiary of this Agreement.

(d) **Time Limit.** Upon any termination or expiration of this Agreement, the receiving party will continue to maintain the confidentiality of the disclosing party's Confidential Information for three years from date of receipt, except that source code will be held in confidence in perpetuity.

7. Fees and Payment.

(a) **Fees**. In consideration for the Services access rights granted to Company and any Professional Services, by GoodData under this Agreement, Company will pay GoodData the fees stated in any applicable Order. Except as explicitly stated otherwise in this Agreement, all fees paid are non-refundable and not subject to any set-off.

(b) **Payment Terms**. Unless otherwise agreed in an Order or SOW, 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. If Company has agreed to payment terms other than annual upfront and Company is in delay with payment of any invoice for more than 30 days, GoodData may, at its sole option, convert the payment terms for the remainder of the

applicable term to annual upfront payment. In such case, GoodData may invoice Company for the remaining prorated fees for the remainder of the then-current annual billing period, which will be due immediately upon Company's receipt of such invoice, and fees for each subsequent annual billing period of the term will be invoiced annually in advance. All payments will be made in the currency designated in the relevant Order and by bank-to-bank wire transfer, all charges prepaid, or by check drawn on a United States (for USD) or European Union (EU) or European Economic Area (EEA) (for Euros) bank. Company is free to determine, in Company's sole discretion, the prices at which Company offers the Data Product to Company's Customers (if applicable).

(c) **Taxes.** Company will be responsible for and will indemnify and hold GoodData harmless against all international, country, state, province and/or 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 out of or measured by amounts sold by Company. If any applicable law requires Company to withhold amounts from any payments to GoodData: (i) Company will effect such withholding, remit such amounts to the appropriate authorities and promptly furnish GoodData with tax receipts evidencing the payments of such amounts; and (ii) in the event GoodData is required to remit the withholding, GoodData will make such payment, and the sum payable by Company upon which the deduction or withholding is based will be increased to the extent required such that GoodData receives the gross amount owed by Company notwithstanding such withholding.

(d) **Currency Control.** Company represents and warrants that, as of the Effective Date of this Agreement, no currency control laws applicable in countries other than the United States where Company conducts the activities under the Agreement will 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 will be made does not permit that payment be made in the currency set forth in the relevant Order, Company 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.

8. Security and Compliance.

(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 by the Services, taking into consideration GoodData's size, resources and nature and scope of its activities. Subject to Section 4 (*Company's Obligations; Restrictions*), 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; and (iii) against unauthorized access to or use of Customer Data that could result in substantial harm to Company ("**GoodData Security Program**").

(b) **Incorporated Addenda.** Company agrees to the terms and conditions of the Data Processing Addendum available at https://www.gooddata.ai/legal/#dpa ("**DPA**"), and the Data Act Addendum available at https://www.gooddata.ai/legal/#daa("**DAA**"), which are hereby incorporated herein by reference.

(c) **Responsibility for Transmitted Data.** Customer Data will be subject to transmission over the Internet and over various networks. GoodData will not be held responsible for such transmissions or any Customer Data which is lost, altered, or intercepted during the transmission of any data across networks not owned and/or operated by GoodData.

9. Indemnification.

(a) **Company's Obligations.** Subject to the remainder of this Section 9, Company will: (i) defend and hold harmless GoodData and its Affiliates (including GoodData's and its Affiliates' directors, officers, and employees), against any claim, action, suit or proceeding (each, a "**Claim**") brought by a third party (including any Customers or Users) to the extent that it is based upon a claim related to: (A) Customer Data attained or processed by Company in violation of the law or a third party's rights; (B) the Data Product (excluding any GoodData Technology), including any intellectual property rights therein and use and performance thereof; (C) Company's, a Customer's, or any User's violation of this Agreement, applicable Order, SOW, or any applicable law or regulation; (D) an agreement granting access to the Data Product between Company and a Customer or between one Customer and another Customer; or (E) materials supplied by Company, Customers, or Users for use alongside the Services (including as included in or with the Data Product)

which are not GoodData Documentation; 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 9, GoodData will: (i) defend and hold harmless Company and its Affiliates (including Company's and its Affiliates' directors, officers, and employees) against any Claim brought by a third party that the Services infringes any 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 Company's actions) under the laws of the United States ("**Infringement Claim**"); and (ii) indemnify Company from any resulting liabilities, losses, damages, fines, penalties, judgments, settlement amounts, costs and expenses incurred by Company in connection with such Infringement Claims.

(c) **Exclusions**. Notwithstanding the foregoing, GoodData will have no obligation under this Section 9 or otherwise with respect to any Claim(s) which would not have arisen but for: (i) a combination of GoodData Technology with non-GoodData products or services; (ii) use of the Services in violation of this Agreement, an Order, or the Documentation; (iii) any modification to the Services made by GoodData pursuant to Company specifications, Company, a Customer, or a User; or (iv) trade secret misappropriation that is the result of Company's actions. Additionally, GoodData will have no obligations or liability toward Company whatsoever for any use of the Services: (A) after Company's access rights to the Services have been effectively terminated; or (B) 30 days after a new version of the Services has been made available to Company and Company has been notified of a need to upgrade due to a potential legal issue with an older version of the Services. THIS SECTION 9 STATES COMPANY'S SOLE AND EXCLUSIVE REMEDY AND GOODDATA'S ENTIRE LIABILITY FOR ANY THIRD-PARTY INFRINGEMENT CLAIMS OR ACTIONS.

(d) **Indemnification Procedures.** The indemnifying party hereunder will provide the aforementioned obligations in Sections 9(a) or (b) provided that the indemnified party: (i) promptly provides the indemnifying party with notice of such Claim provided that the indemnifying party's indemnity obligations will be waived only if and to the extent that its ability to conduct the defense are materially prejudiced by a failure to give such notice; (ii) allows the indemnifying party sole control over the defense thereof and related settlement negotiations; and (iii) reasonably cooperates 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.

(e) **Remedies for Impacted Services.** Should the Services 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 Company to make continued use of the affected Services in accordance with this Agreement; (ii) replace or modify the affected Services to make it non-infringing; or (iii) terminate access to the affected Services, and refund any pre-paid fees attributable to such Services.

10. Warranties; Disclaimers.

(a) **Warranties**. Each party warrants that it has the legal authority to enter into this Agreement. GoodData warrants to Company that: (i) the Services will materially conform to the relevant feature and functionality descriptions set forth in the Documentation; (ii) the Services will be free of viruses and other malicious code; and (iii) Professional Services will be performed in a competent and workmanlike manner in accordance with generally accepted industry standards. Company's sole and exclusive remedy for GoodData's breach of these warranties will be GoodData's provision of Support Services to Company or prompt re-performance of the Professional Services, as applicable, provided that Company provides GoodData with reasonably detailed notice of the breach. THE WARRANTIES SET FORTH IN THIS SECTION 10 ARE EXCLUSIVE TO COMPANY AND DO NOT APPLY TO CUSTOMERS (IF ANY).

(b) **Disclaimer of Warranty.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10(a), THE GOODDATA TECHNOLOGY IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GOODDATA DOES NOT WARRANT THAT COMPANY'S OR CUSTOMERS' USE OF THE GOODDATA TECHNOLOGY WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT ALL ERRORS IN THE GOODDATA TECHNOLOGY WILL BE CORRECTED. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY LAW, GOODDATA MAKES NO ADDITIONAL 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.

11. Limitation of Liability.

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 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: (i) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (ii) COST OF REPLACEMENT GOODS OR SERVICES; OR (iii) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, RELATING TO GOODWILL OR REPUTATION, 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. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE FOREGOING LIMITATION MAY NOT APPLY.

(b) EACH PARTY'S AGGREGATE LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY COMPANY FOR THE SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. GOODDATA'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH TRIAL SERVICES WILL NOT EXCEED $100 USD.

(c) **Exceptions**. Notwithstanding Sections 11(a) and 11(b), nothing in this Agreement limits or excludes the liability or obligations of party for: (i) death or personal injury caused by such party or its gross negligence, willful misconduct, fraud, or fraudulent misrepresentation; (ii) each party's indemnity obligations hereunder; (iii) a violation of GoodData's or its licensor's intellectual property rights (including breach of the licenses and rights granted herein); (iv) Company's express payment obligations; or (v) intentional acts or gross negligence.

12. Suspension and Termination.

(a) **Term.** This Agreement will commence on the Effective Date set forth in the initial Order and shall remain in effect until expiration of all Services or until terminated in accordance with Section 12(b) ("**Term**").

(b) **Termination.** Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to correct the breach within 30 days following written notice specifying the breach. Either party may terminate an Order or SOW upon written notice if the other party materially breaches this Agreement or the applicable Order or SOW and fails to cure the breach within 30 days following written notice specifying the breach. Professional Services are separately ordered from the Services and are not required for the Services. A breach by a party of its obligations with respect to Professional Services will not by itself constitute a breach by that party of its obligations with respect to the Services even if enumerated in the same Order.

(c) **Effect of Termination**. Upon termination or expiration of this Agreement all rights and licenses granted to Company hereunder, will immediately cease and each party will return or destroy (or in the case of electronic information, render practicably inaccessible) the Confidential Information of the other. Additionally, each party will cease using the other party's Marks. GoodData will make Customer Data available for retrieval to the Company for a period of thirty (30) days after termination in the current format that it is stored in the Services. Thereafter, GoodData will have no obligation to maintain or provide Company with copies of Customer Data. Termination of this Agreement will not limit either party from pursuing any other remedies available to it, including injunctive relief, nor will such termination relieve any obligation to pay all fees that have accrued or are otherwise owed under this Agreement. Termination of this Agreement will not limit either party from pursuing any other remedies available to it, including injunctive relief, nor will 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 1, 3, 5, 6, 7, 8 (to the extent GoodData retains any Customer Data), and 8-13 will survive the expiration or earlier termination of this Agreement.

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

(d) **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 Services (i) if Company has received notice of overdue payment and the payment remains overdue thirty (30) days or more after receiving such notice; (ii) if Company or a Customer breach Sections 3 (*Intellectual Property Rights*) or 4 (*Company Obligations; Restrictions*); (iii) if GoodData reasonably determines suspension is necessary to avoid material harm to Company or Customers, including if the Services is experiencing attacks or disruptions outside of GoodData's control; or (iv) as required by law or at the request of governmental entities.

13. General.

(a) **Disputes, and Arbitration.** This Section 13(a) will only apply to Company if the GoodData entity which is a party to this Agreement is GoodData Corporation per the relevant Order. Subject to Section 13(c) (*Injunctive Relief and IP Claims*), any dispute, claim or controversy arising out of or relating to this Agreement (including all SOWs and Orders) 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). Company may only resolve disputes with GoodData on an individual basis and will not bring a claim in a class, consolidated, or representative action.

(b) **Contracting Entity 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. "**GoodData**" as a party to this Agreement will mean the GoodData contracting entity specified in the relevant Order. In the case of Trial Services, GoodData Corporation will be the contracting entity. 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 GoodData contracting entity (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 GoodData contracting entity (subject to Section 13(a) (*Disputes and Arbitration*)). 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.

GoodData Contracting Entity	**Jurisdiction**	**Notice Address**
GoodData Ireland	Ireland	Attn: General Counsel 12 Merrion Square Dublin 2 Dublin, Ireland with copy to legal@gooddata.com
GoodData Corporation, a Delaware corporation	The State of California	Attn: Head of Legal 135 Main Street Suite 550 San Francisco, CA 94105

		with copy to legal@gooddata.com

(c) **Injunctive Relief and IP Claims**. Any breach of the confidentiality provisions herein or one party's breach of the other party's intellectual property rights 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 or the necessity of proving that other available remedies may be inadequate. Notwithstanding anything to the contrary in Section 13(a), either party may bring a lawsuit in a court of law for claims of intellectual property rights infringement.

(d) **Anti-Corruption Laws**. Company 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. Company 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 Company is legally subject to it. Company will not cause GoodData to violate any Anti-Corruption Laws in connection with any activities related to this Agreement (collectively, the "Activities"). Company 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.

(e) **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, Company warrants that: (i) Company is not, and Company is 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) Company is not, and Company is 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) Company will not use any GoodData Technology for, and will not permit any GoodData Technology to be used for, any purpose prohibited by applicable law. Company will, at Company's 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.

(f) **Assignment**. Neither party may transfer or assign its rights under this Agreement without the prior consent of the other party, except claims for monetary payment. Notwithstanding the foregoing, 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. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

(g) **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.

(h) **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.

(i) **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.

(j) **Notices and Consent to Electronic Communication**. Company will receive electronic communications and notifications from GoodData in connection with the products and services to be provided hereunder and the Agreement generally. Company agrees that any such communication will satisfy any applicable legal communication requirements, including that such communications be in writing. GoodData may provide Company with notices by email to the email address that Company registered with (and/or other alternate email address associated with Company's account if provided), or by regular mail. Company will be deemed to have received any email sent to the email address then associated with Company's account when GoodData sends the email. All notices and requests in connection with this Agreement required to be given by Company to GoodData will be sent via email to legal@gooddata.com.

(k) **No Agency**. Neither party has the right to bind or act for the other in any capacity. The relationship under this Agreement will 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) **Records**. During the Term of this Agreement and for one year thereafter, Company will retain records of Company's activities under this Agreement sufficient to show Company's compliance with this Agreement. During this period, GoodData will have the right to audit Company's records relating to Company's performance under this Agreement and to verify that Company has fulfilled Company's obligations under this Agreement, and Company will reasonably cooperate with GoodData or its third-party auditor (provided such auditor is subject to a confidentiality agreement). Any such audit will be conducted during normal business hours on a date mutually acceptable to both parties, will not unreasonably interfere with Company's business activities, and GoodData will provide at least ten (10) business days' prior notice. The audit will be conducted at GoodData's expense, unless the audit reveals that Company has materially breached Company's obligations under Section 2(b)-(c), the audit reveals that Company has underpaid GoodData by more than 5% for the Services fees payable by Company for the period audited, or that Company has materially failed to maintain accurate records. If Company has underpaid GoodData any sums, Company will promptly pay GoodData the outstanding amounts due plus interest at a monthly effective rate of 2% for the period of the underpayment. In the event that Company self-discloses such underpayment, and the disclosure is not immediately after the notification of an audit, all interest will be waived, and Company's obligation will be limited to the underpayment. Such audits will not be conducted more than once in any period of 12 consecutive months, or twice during the same time period in the event that an audit reveals a material breach of Company's obligations hereunder.

(m) **Entire Agreement**. This Agreement, including all exhibits and attachments, together with any Orders and SOWs, contains the complete and exclusive statement of the agreement between the parties with respect to the subject matter herein. Company has 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. Company's Orders are not contingent on, and Company has not relied on, the delivery of any future functionality regardless of any verbal or written communication about GoodData's future plans. If there is any conflict of inconsistency, the following order will apply: Order, SOW, the Agreement. The terms of this Agreement apply to the exclusion of any other terms that Company may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any purchase order submitted by Company is for Company's internal purposes only and its terms and conditions are superseded and replaced by this Agreement.

(n) **Changes to this Agreement**. GoodData reserves the right to revise this Agreement from time to time in a reasonable scope, including charged prices and fees, in particular but not exclusively in case of changes in applicable laws and regulations, technological advance, technological changes affecting the functionality of the Service or handling Customer Data, and also in case of broadening the Service or other changes to the Service. GoodData is entitled to change these terms even in case of changes in market conditions or changes of trading or licensing conditions of third parties, whose systems or software is used by GoodData or the Company for the operation of the Service. GoodData is further entitled to amend these terms in case of changes to its economic or financial situation, market currency change, inflation and such changes in circumstances that would establish a gross imbalance in the rights and

obligations of the parties to the detriment of GoodData. GoodData will date and post the most current version of this Agreement on the GoodData Legal Center, available at https://www.gooddata.ai/legal/. Any changes will be effective 1 month after 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 Company via the Services. Notice of other changes may be provided via the GoodData Legal Center. If the Company disagrees with the updated version of the Agreement, it may terminate the Agreement by notice in accordance with Section 12(b) before the updated version of the Agreement becomes effective. During the notice period, the last agreed version of the Agreement shall apply. Company's continued access or use of any portion of the Services constitutes Company's acceptance of such changes. 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.

(o) **Counterparts**. This Agreement may be signed in counterparts and electronically, each of which will be considered an original document, but together which will constitute one complete document.

(p) **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 celui-ci réfère soient rédigés et signés en langue anglaise.

(q) **US Government Rights**. GoodData Technology is commercial computer software and all services are commercial items. "**Commercial computer software**" has the meaning set forth in Federal Acquisition Regulation ("**FAR**") 2.101 for civilian agency purchases and the Department of Defense ("**DOD**") FAR Supplement ("**DFARS**") 252.227-7014(a)(1) for defense agency purchases. If software is licensed or the services are acquired by or on behalf of a civilian agency, GoodData provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as required in FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data) and their successors. If the software is licensed or the services are acquired by or on behalf of any agency within the DOD, GoodData provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract or DOD subcontract, the Government acquires additional rights in technical data as set forth in DFARS 252.227-7015. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS or other clause or provision that addresses Government rights in computer software or technical data.

(r) **Third Party Disputes**. If Company obtains access to the Services through a GoodData authorized partner ("**Partner**") as part of such Partner's product or service or otherwise through such Partner, GoodData will not be responsible for its Partner dealings. In the event that Company has a dispute with a Partner (except in the case where a dispute arises as a result of GoodData's willful misconduct or gross negligence) Company releases 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. Company will not be deemed a third-party beneficiary to any agreement or dealings between GoodData and any Partner. For the avoidance of doubt, this Agreement will directly supersede anything to the contrary set forth in the Uniform Commercial Code which would otherwise enable Company to seek direct recourse from GoodData for such disputes.

(s) By law, Customers (if any) may have certain rights that cannot be limited by a contract like this Agreement. This Agreement is in no way intended to restrict those rights.