GOODDATA.CN TERMS OF USE

Last Updated: November 11, 2026

BY USING THE SOFTWARE OR CLICKING THAT YOU AGREE OR ACCEPT THIS AGREEMENT, THE ENTITY IDENTIFIED DURING THE REGISTRATION PROCESS FOR THE SOFTWARE ("**COMPANY**") AGREES TO BE BOUND BY THESE GOODDATA.CN 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 YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE SOFTWARE.

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) "**Customer**" means anyone who accesses or uses the Data Product (defined in Section 2(a)) (i) with whom Company has a legal agreement directly (including any of 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**").

(c) "**Data Product**" means Company's product or service offering embedding the Software, which at all times represents a significant functional and value enhancement to the Software such that the primary reason for a Customer to use the Data Product is other than the right to receive a license or access to the functionality of the Software included in the Data Product. "Data Product" includes all modifications and derivative works thereof, however made.

(d) "**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.

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

(f) "**GoodData**" means the entity identified in Section 11(b) (*Contracting Entity and Governing Law*) below as the party contracting with Company under this Agreement.

(g) “**GoodData Technology**” means Software, Development Tools, Previews, Deliverables, Usage Data, or Documentation.

(h) “**License Key**” means a serial number that enables Company to activate and use the Software.

(i) **"Order(s)**” means the mutually executed document that describes the Software and/or Professional Services that Company agrees to license or purchase from GoodData in accordance with the terms and conditions of this Agreement.

(j) “**Product Specific Terms**” means product entitlements descriptions and related terms available at https://www.gooddata.ai/legal/#product-specific-terms-cn, as may be updated from time to time by GoodData, and which are hereby incorporated by reference into this Agreement.

(k) “**Professional Services**” means implementation, training or other consulting services performed by GoodData, as may be requested 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.

(l) “**Software**” means any GoodData.CN Edition as well as other products that may be provided to Company by GoodData and specified in an Order.

(m) “**Subscription Term**” means the term of the license for the relevant Software as specified in the Order or this Agreement.

(n) “**Third Party Applications**” means separate services or applications (and other consulting services related thereto), procured by Company or by GoodData for Company at Company's direction from a party other than GoodData that can be used in connection with the Software.

(o) “**Usage Data**” means technical and related information about Company or its Customers' use of the Software, including a unique user identifier assigned by GoodData, partial IP address (first two octets only), information about Company's environment (such as browser, device type, operating system), information related to License Key authentication and Company's compliance with any applicable Software limitations or restrictions, and non-personally identifiable Software usage statistics (like the aggregated use of a particular feature). Usage Data does not include any other personally identifiable information such as name or email address or any User-inputted data.

(p) **“User(s)”** means employees, consultants, contractors, or agents of an Entity (or that Entity’s Affiliate) who may access or use the GoodData Technology solely for that Entity’s benefit, and who are authorized to do so by that Entity in accordance with this Agreement. An “**Entity**” is Company or its Customer.

2. Licenses.

(a) **License to Software and Documentation.** During the Subscription Term, GoodData hereby grants Company a worldwide, non-transferable (except as set forth in Section 11(f) (*Assignment*)), non-exclusive right and license to: (i) use the Software internally for its business operations in accordance with the Documentation; (ii) include the Software in Company's software-as-a-service offering as a Data Product and make the Data Product available to its Direct Customers and Users; (iii) allow Customers to make the Data Product available to their respective Users and

other Indirect Customers; and (iv) use and reproduce the Documentation to assist Company in its use of the Software.

(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 or 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 (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) embed the Software in an on-premise or self-hosted product; (vi) encumber, time-share, rent, or lease the rights granted under this Agreement; (vii) remove, obscure, or alter any notice of intellectual property rights present on or in the GoodData Technology or any component thereof; (viii) 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; (ix) permit the concurrent use of a single License Key for more than one deployment; (x) attempt to circumvent, modify, or disable the authentication required to use the Software, any technical restrictions in the Software, or any other security measures of the Software; or (xi) publish or otherwise distribute the results of any benchmarking studies related to the Software to third parties unless Company provides a copy of its study to support@gooddata.com prior to distribution. If Company wishes to exercise any rights to reverse engineer to ensure interoperability in accordance with applicable law, 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. The Software may be made available to Company with certain trial features, modules or functionality ("**Trial Features**") that may only be used during the first 90 days of Company's Subscription Term as specified in the Product Specific Terms; after 90 days Company will cease using the Trial Features and GoodData may disable the Trial Features at any time after the 90 day period has ended.

(c) **Providing Data Product to Customers and Users.** Company will be liable for any acts or omissions by its 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 provide the Data Product to its Direct Customers (if any) subject to the same terms and conditions that Company provides its software-as-a-service offering. With respect to the Data Product, Company's agreements with its Users, its Direct Customers, and its 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 use or access rights to the Software than those rights, licenses 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; (iv) include the restrictions in Section 2(b) above; and (v) require Customers to flow requirements (i)-(iv) 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 Company's Customers and all Users.

(d) **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 open source software components. OSS licenses can be found in the open source attribution files accompanying or linked to from the GoodData Technology, the Documentation, or as applicable, corresponding source files ("**Source Code**"). OSS licenses for the Software can be found at: https://www.gooddata.ai/legal/gooddata-cn-licenses. 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 Software.

(e) **Technical Support Services.** Company may be entitled to receive technical support services for the Software in accordance with the applicable GoodData support policy available at https://www.gooddata.ai/legal/#support-policy-gooddata-cn (the "**Support Services**"). If certain OSS portions of the Software are modified, only modifications made in accordance with the Documentation will be supported. To the extent the support policy applicable to Company's Software allows Company to request Support Services from GoodData, any personally identifiable data submitted as part of such a support request will be subject to the GoodData Data Processing Addendum available at https://www.gooddata.ai/legal/#dpa (or as may be separately executed by the parties), as may be updated from time to time. 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 information that is regulated by the Health Insurance Portability and Accountability Act, as amended and supplemented, and the regulations thereunder, or any similar federal, state, or local laws, rules, or regulations; (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.

(f) **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) (License to Software and Documentation) will extend to any Deliverables.

(g) **Development Tools**. GoodData may, in its sole discretion, make available to Company for its 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 Software, will not be deemed Software, and may be licensed to Company under separate terms and conditions. In the absence of a separate license agreement for such Development Tools, during the applicable Subscription Term, GoodData hereby grants

Company and its Users a non-exclusive, royalty-free, non-transferable (except as set forth in Section 11(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(g)(i)) for its internal business operations solely in connection with Company's use of the Software.

(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 Software and its licenses and other rights with respect to Software 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 license 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 11(f) (Assignment)) right and license to: (i) access and use the Preview (if any) that is 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. 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. The right and license to 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) **Trademark License.** Each party hereby grants to the other, a non-exclusive, non-transferable (except as set forth in 11(f) (Assignment)), worldwide license, without the right to sublicense, to use, during the Term of this Agreement, their respective trademarks, service marks and logos (collectively referred to as "**Marks**") on their respective web sites 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.

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

(k) **Third Party Applications.** The Software may include URL links or integrations with Third-Party Applications to facilitate Company's 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 Software's 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 Software in a manner acceptable to GoodData.

3. Intellectual Property Rights.

(a) **GoodData's Ownership.** No title is granted, express or implied, nor will title be deemed assigned, to Company hereunder to any of GoodData's data or 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 thereof. Other than Company's and Customers' and Users' rights to access and use the GoodData Technology as set forth in this Agreement, no other license or grant of access to the GoodData Technology or intellectual property therein is provided to Company.

(b) **Company's Ownership**. No title is granted, express or implied, nor will title be deemed assigned, to GoodData hereunder to any of Company's intellectual property, or any intellectual property of Company's associates and licensors; Company retains all right, title, and interest, including all copyright, trade secret, patent, trademark and other proprietary rights, in and to Company's Marks and in and to the Data Product (excluding the Software), and all modifications, enhancements, and other works derivative thereof. Other than GoodData's rights to access and use the Data Product as set forth in this Agreement, no other license or grant of access to Company's Data Product or intellectual property therein is provided to GoodData.

(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) **Usage Data.** As permitted by law, Company agrees that GoodData and its Affiliates may process Usage Data transmitted to GoodData in order to improve GoodData's products and services, better understand the needs of GoodData's customers, and enforce the rights and obligations in this Agreement. Company may disable all transmission of Usage Data to GoodData except as required for License Key authentication or GoodData's enforcement of the license restrictions set forth in this Agreement or an applicable Order.

(e) **Feedback.** From time to time, GoodData may request that Company provides GoodData with verbal and/or written suggestions, comments or other feedback related to GoodData's existing or prospective GoodData Technology, including, without limitation, any design input, troubleshooting or other assistance Company provides in response to support requests (collectively, "**Feedback**"). Company is not obligated to provide GoodData with Feedback. To the extent Company or its Users provide Feedback to GoodData, Company hereby grants to

GoodData a perpetual, irrevocable, royalty-free, fully-paid, sub-licensable, transferable (notwithstanding Section 11(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.

4. 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, and may also be available with other Modules, 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.

5. Confidential Information.

(a) **Confidential Information Defined.** As used herein, “Confidential Information” means non-public information provided under this Agreement that the disclosing party 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, and Customer information. The GoodData Technology, License Key(s) and Professional Services, if any, 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, 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 5 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.

6. Fees and Payment.

(a) **Fees.** In consideration for the Software license granted to Company by GoodData under this Agreement, Company agrees to 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 Software 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, 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 its sole discretion, the prices at which Company offers the Data Product to Company's Customers.

(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 designated 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.

7. Indemnification.

(a) **Company's Obligations**. Subject to the remainder of this Section 7, 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 it is related to: (A) the Data Product (excluding the Software), including any intellectual property rights therein and use and performance thereof; (B) Company's, Customer's or any User's violation of this Agreement, applicable Order, SOW, or any applicable law or regulation; (C) an agreement granting access to the Data Products between Company and a Customer or between one Customer and another Customer; (D) materials supplied by Company, Customers, or Users for use alongside the Software (including as included in the Data Product) which are not GoodData Documentation; or (E) any Claim brought by a Customer or User in connection with this Agreement; and (ii) indemnify GoodData from any resulting liabilities, losses, damages, fines, penalties, judgments, settlement amounts, regulatory fines, costs and expenses incurred by GoodData in connection with such Claim(s).

(b) **GoodData Obligations**. Subject to the remainder of this Section 7, 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 Software 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 Claim(s).

(c) **Exclusions**. Notwithstanding the foregoing, GoodData will have no obligation under this Section 7 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 Software in violation of this Agreement, an Order, or the Documentation; (iii) any modification to the Software made by GoodData pursuant to Company specifications, Company, a Customer, or a User (iv) OSS; or (v) 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 Software: (A) after Company's licenses to the Software have been effectively terminated; or (B) 30 days after a new version of the Software 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 versions of the Software. THIS SECTION 7 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 7 (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 Software**. If GoodData believes the Software might 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 Software in accordance with this Agreement; (ii) replace or modify the affected Software to make it non-infringing; or (iii) terminate all licenses to the affected Software, and refund any pre-paid fees attributable to such Software.

8. Warranties and Disclaimers.

(a) **Warranties.** Each party warrants that it has the legal authority to enter into this Agreement. GoodData warrants to Company that: (i) the unmodified Software will materially conform to the relevant feature and functionality descriptions set forth in the Documentation; (ii) the Software 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 8 ARE EXCLUSIVE TO COMPANY AND DO NOT APPLY TO COMPANY'S CUSTOMERS.

(b) **Disclaimer of Warranty.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8(a), THE GOODDATA TECHNOLOGY IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GOODDATA DOES NOT REPRESENT 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 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.

9. Limitation of Liability.

(a) **Exclusion of Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY (INCLUDING ITS DIRECTORS, OFFICERS AND EMPLOYEES) OR ANY OF ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR LOST PROFITS (WHETHER DIRECT OR INDIRECT) OR LOSS OF USE OR DATA, COVER, SUBSTITUTE GOODS OR SERVICES, OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGE TO BUSINESS, REPUTATION OR GOODWILL), OR INDIRECT DAMAGES OF ANY TYPE HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION 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.

(b) **Limitation of Liability**. EXCEPT WITH RESPECT TO COMPANY'S PAYMENT OBLIGATIONS HEREUNDER, IN NO EVENT WILL EITHER PARTY (INCLUDING ITS DIRECTORS, OFFICERS AND EMPLOYEES) BE LIABLE IN THE AGGREGATE FOR AN AMOUNT EXCEEDING THE SOFTWARE FEES PAID BY COMPANY DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. NEITHER PARTY'S AFFILIATES, LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS WILL HAVE ANY LIABILITY OF ANY KIND UNDER THIS AGREEMENT. Company may not bring a claim under this Agreement more than 18 months after the cause of action arises.

(c) **Exceptions**. Notwithstanding Sections 9(a) and 9(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; or (iii) a violation of GoodData's or its licensor's intellectual property rights (including breach of the licenses and rights granted herein); or (iv) Company's express payment obligations.

10. Term 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 Software subscriptions and/or Professional Services provided hereunder or until terminated in accordance with Section 10(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 correct the breach within 30 days following written notice specifying the breach. Professional Services are separately ordered from the Software and are not required for the Software. 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 Software 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 all use of Software, 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. 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, and 3-11 will survive the expiration or earlier termination of this Agreement.

11. General.

(a) **Disputes and Arbitration.** This Section 11(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 11(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 and 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 11(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: Head of Legal 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 941 05 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 11(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 Company has 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 its 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 its 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 shall 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 shall be conducted at GoodData's expense, unless the audit reveals that Company has materially breached its obligations under Section 2(b)-(c), the audit reveals that Company has underpaid GoodData by more than 5% for the Software 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. 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 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 Company via the Services. Notice of other changes may be provided via the GoodData Legal Center. Company's continued access or use of any portion of the Services constitutes Company's acceptance of such changes. If Company does not agree to any of the changes, GoodData is not obligated to continue providing the Services, and Company must stop using the Services. 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 by facsimile, 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 cell-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.