

# DATASELF / DATASELF BI / DATASELF ANALYTICS

## END-USER LICENSE AGREEMENT

This **DATASELF BI / DATASELF ANALYTICS END-USER LICENSE AGREEMENT** (this “**Agreement**”) is a legal agreement between you, and your Affiliate(s) (collectively “**Licensee**”) and DataSelf Corporation, a Delaware corporation with a principal address of 1200 Franklin Mall #551, Santa Clara, California 95050 (“**Licensor**” or “**DataSelf**”) regarding the use of the Software (as defined below). Pursuant to this Agreement, Licensor has licensed the Software to Licensee. Licensor together with Licensee, the “**Parties.**”

By installing, downloading, copying, accessing or otherwise using the Software, you agree to be bound by the terms of this Agreement. **IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL, DOWNLOAD, COPY, ACCESS OR OTHERWISE USE THE SOFTWARE AND PROMPTLY CONTACT US FOR A FULL REFUND.**

Licensee is responsible and fully liable for compliance with or breach of this Agreement by each Affiliate and Authorized User (as defined below).

**1. DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings indicated below:

“**Affiliate**” means any entity, which directly or indirectly controls, is controlled by, or is under common control with Licensee. For purposes of the preceding sentence, “control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity or provides day to day management of the subject entity under contract, or as managing general partner.

“**Authorized User(s)**” means each employee or contractor of Licensee that is properly authorized by Licensee, via the License Keys, to install and/or use the functionality of the Software for any purpose regardless of whether those individuals are actively using the programs at any given time. For Desktop Software, User-Based Web Server Software, and DataSelf Cloud (each defined below), each Authorized User must be uniquely identified as users of the Software. Licenses granted on an Authorized User basis may be reassigned between uniquely identified individuals over time but may not be reassigned so frequently as to enable the sharing of a single license between multiple Authorized Users.

“**BI-Expert Services**” means the DataSelf professional services described on the Contract Agreement.

“**Contract Agreement**” means the Perpetual License or Subscription License, as the case may be, pursuant to which Licensee has agreed to pay DataSelf in exchange for a non-transferable non-exclusive restricted license to use the Software.

“**Contractor**” means and includes those independent third parties who perform services for Licensee related to this Agreement.

“**Derivative Work**” has the meaning set forth in the United States Copyright Act of 1976, Title 17 USC Section 101.

“**Documentation**” means all documentation, user manuals, reference manuals, release, application and methodology notes, and/or written utility programs and related material provided by DataSelf to Licensee with respect to the Software.

“**Fees**” shall have the meaning as set forth in Section 6.

“**High Risk System**” means a device or system that requires extra safety functionalities such as fail-safe or fault-tolerant performance features to maintain a safe state where it is reasonably foreseeable that failure of the device or system could lead directly to death, personal injury or catastrophic property damage. A device or system with a fail-safe feature in the event of failure may revert to a safe condition rather than break down, may include a secondary system that comes into operation to prevent a malfunction, or may operate as a backup in the event of a malfunction. A device or system with a fault-tolerant feature in the event of failure may continue its intended operation, possibly at a reduced level, rather than failing completely. Without limitation, High Risk Systems may be required in critical infrastructure, industrial plants, manufacturing facilities, direct life support devices, aircraft, train, boat or vehicle navigation or communication systems, air traffic control, weapons systems, nuclear facilities, power plants, medical systems and facilities, and transportation facilities.

“**License Key**” means the data string provided to Licensee by DataSelf to verify access to Software is authorized by the Licensee and to prevent unauthorized Software access, copying or sharing by unlicensed users.

“**New Release**” means a new release of the Software that DataSelf, in its discretion, makes available to Licensee including corrections of errors (“bug fixes”), workarounds and/or incremental feature improvements, updates, performance improvements, functional enhancements, corrections to application problems, or support for new hardware platforms, and that provides substantially new and different features and/or functions.

“**Order Form**” means the DataSelf order form, invoice or other order documentation pursuant to which Licensee purchases a license to the Software.

**“Perpetual License”** means an agreement between DataSelf and a licensee pursuant to which such licensee agrees to pay a one-time fee for a perpetual license to the Software (subject to the terms of such agreement).

**“Software”** means and includes (a) the DataSelf BI software provided to Licensee by DataSelf in executable form (but not the source code relating thereto), including any Software Components, (b) the Templates, (c) the Documentation, and (d) any New Releases that DataSelf may provide to Licensee from time to time, at its discretion. Licensee is not granted rights to any New Release or Software Maintenance unless the Licensee has purchased such New Release or Software Maintenance.

**“Software Components”** means the following, to the extent contained in the Software (a) certain DataSelf ETL software, (b) certain DataSelf BI Templates (including pre-defined designs and structures for a data warehouse, multi-dimensional data cubes, reports, queries, and other integrating features), (c) certain software licensed from Microsoft Corporation, and (d) certain software licensed from the Salesforce company such as Tableau Software.

**“Software Maintenance”** means a maintenance plan for the Software provided by DataSelf and purchased by Licensee from DataSelf.

**“Subscription License”** means an agreement between DataSelf and a licensee pursuant to which such licensee agrees to subscribe for a license to the Software for a limited term (subject to the terms of such agreement).

**“Templates”** means the DataSelf Templates provided to Licensee by DataSelf in the form of (a) Microsoft SQL Server objects (such as databases, tables, views, SQL Server Statements and queries, scripts, jobs, stored procedures, Visual Studio projects, analysis services packages, and integration service packages), (b) Microsoft Excel objects (such as xls, xlsx, csv files, Excel macros, and Excel formulas), (c) Tableau objects (such as workbooks, data sources, calculated measures, views, dashboards, stories, dimensions, measures, hierarchies, backups and scripts), (d) Microsoft Power BI objects (such as pbix and pbit files, data sources, calculated measures, views, dashboards, dimensions, measures, hierarchies, backups and scripts), (e) Microsoft PowerShell objects (such as scripts and configuration files), (f) and DataSelf ETL objects (such as projects, scripts, batches, jobs, metadata, metadata reports, and stored procedures).

**“Termination Date”** means the date set forth in a Subscription License on which the license to the Software terminates, or as such date may be extended pursuant to the terms of such Subscription License.

**2. GRANT OF LICENSE.** Subject to the terms and conditions of this Agreement, the Contract Agreement, and timely payment by Licensee of all applicable Fees, DataSelf hereby grants to Licensee until termination or expiration of this Agreement, subject to Section 7 hereof, a non-exclusive and non-transferable right only for Authorized Users to use the Software only for the purpose of Licensee’s internal operations (the **“License”**). The License is subject to the specifications set forth in the Contract Agreement with respect to source database name and version, server edition, type and version, software platform, number of data sources, size of data tables, number and type of software templates, names of users and specific usage rights afforded to each named user. This Agreement does not authorize any person to use the Software other than Authorized Users identified to DataSelf in accordance with the Contract Agreement. Other than as expressly set forth in this section, DataSelf grants and Licensee receives no other rights or licenses to the Software or the Documentation or any intellectual property rights related thereto, whether by implication, estoppel or otherwise.

In addition to the terms of this Agreement, the use of Software Components licensed from Microsoft Corporation and the Salesforce company is governed by and subject to the end user license agreements of Microsoft Corporation and the Salesforce company, respectively. The end user license agreement of Microsoft Corporation is available at <http://www.microsoft.com>. The end user license agreement of Tableau Software is currently available at <https://www.tableau.com/legal/eula>. These end user license agreements of Microsoft Corporation and the Salesforce company are subject to change by these respective companies, and DataSelf has no obligation to inform Licensee of any such changes.

Licensee shall ensure that all access to the Software is through a secure network, by Authorized Users only. Licensee shall be wholly responsible and liable for all acts and omissions of Authorized Users, including without limitation any use of the Software or Documentation, protection of Confidential Information, and compliance with all the terms and conditions of this Agreement.

### **3. LICENSE SCOPE AND RESTRICTIONS.**

**Software.** In order to use the Software, Licensee must activate and/or register its copy with a License Key.

**3.1 DataSelf Desktop (Tableau Desktop) (Professional and Personal (“Desktop Software”).** For each Desktop Software license, Licensee may install, via the License Key, only one copy of the Desktop Software on one primary computer and a second copy on a secondary portable or home computer for each Authorized User.

**3.2 DataSelf Web Server (Tableau Server) (“Web Server Software”).** The Web Server Software will be identified as either “User-Based” or “Core-Based” on the Order Form (as applicable based on the licensing model specified in the Key Terms Schedule).

- (a) **User-Based Server License:** If the Web Server Software license is designated as User-Based, the Authorized Users enabled to use such Web Server Software across all Production and Non-Production Environments must not exceed the number of licenses purchased on the Order Form, at any time. “User-Based” Web Server Software licenses may also be referred to in DataSelf and/or Tableau’s documentation as “Web Client” Server Licenses, Interactor, Creator, Explorer, Viewer, and BI Infrastructure user licenses.

- (b) Core-Based Server license: If End User's Web Server Software license is designated on the Order Form as Core-Based, for each such license, an unlimited number of Authorized Users may use the Web Server Software (until Core capacity is reached), provided that the total number of Cores residing on all computers where the Web Server Software is installed does not exceed the permitted number of Cores identified on the Order Form. When the Web Server Software is installed and distributed across multiple computers, all the Cores in each of these computers count toward to the total permitted number of Cores. "Core" means the processor or execution core contained in the same integrated circuit within a computer central processing unit whether such Cores are virtual or physical.

**3.3 DataSelf Cloud Managed Service ("DataSelf Cloud").** The DataSelf Cloud is a service to manage hosting of Licensee's installation of the Software and Licensee Data on a third-party cloud environment deployed and maintained by DataSelf. Subject to the terms and conditions herein, DataSelf shall deploy the Software and subsequent Updates and Versions of the Software in the hosted environment, store the Licensee data in the hosted environment, connect the Software to the Licensee's data sources, and monitor and support the operation of the hosted environment and the Software.

**3.4 Non-Production Environments.** Licensee may use the Web Server Software in a technical environment and on the platforms and configurations specified in the User Documentation, solely for internal development and testing in connection with the Software, or for disaster recovery purposes ("**Non-Production Environment**"). Licensee's installation, activation or use of a copy of the Software in a Non-Production Environment is limited to the same number of Authorized Users and/or permitted number of Cores as provided above. Licensee's use of the Web Server Software in a Non-Production Environment may be concurrent with Licensee's use of the Software and such use is conditioned on Licensee having an authorized license for the Software. Licensee is entitled to only two (2) Non-Production Environments.

**3.5 Production Environments.** As it relates to the Web Server Software, Licensee's use of the Software for the purpose of creating, sharing, viewing and/or revising visualizations is considered use within a "**Production Environment**" and Licensee is entitled to only one (1) Production Environment for each Web Server Software license that Licensee purchased under this Agreement. Licensee's use of the DataSelf Corporation EULA for DataSelf BI / DataSelf Analytics – v1805 Web Server Software in a Production Environment allows for a single Production Environment regardless of the fact that single Production Environment may consume all the Cores identified on Licensee's invoice or at the time of purchase.

**3.6 Templates.** Users are allowed to use and customize the Templates. DataSelf Templates and their components that become part of customized templates continue to be owned by DataSelf.

**3.7 Archive Copies.** Licensee is entitled to make a reasonable number of copies of the Software for archival purposes only.

**3.8 License Restrictions.** Licensee shall not (and shall not allow any third party, user, employee or contractor to): (a) decompile, disassemble, or otherwise reverse engineer the Software or Third-Party Code or attempt to reconstruct, create or recreate or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software or Third-Party Code by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions, or as permitted by an applicable Open Source Software license); (b) distribute, sell, sublicense, rent, lease, lend or use the Software or Third-Party Code for time sharing, hosting, service provider or like purposes, whether alone or in combination with any other product or service to any person or entity, whether on a fee basis or otherwise; (c) remove, erase, obscure or tamper with any product identification, proprietary copyright trademark, service mark, or other notices, seal or instruction label printed or stamped or affixed to, or encoded, recorded or contained in the Software, Documentation or Third-Party Code or fail to preserve all copyright and other proprietary notices in all copies Licensee makes of the Software and Documentation; (d) modify any part of the Software or Third-Party Code, translate or create a derivative work of any part of the Software or Third-Party Code or combine or merge any part of the Software or Documentation with or into any other software or documentation; or refer to or otherwise use the Software as part of any effort to develop software (including any routine, script, code, or program) having any functional attributes, visual expressions or other features similar to those of the Software to compete with DataSelf, except to the extent expressly authorized in writing by DataSelf; (e) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software; (f) utilize any equipment, device, software, or other means designed to circumvent or remove any form of License Key or copy protection used by DataSelf in connection with the Software, or use the Software together with any authorization code, License Key, serial number, or other copy protection device not supplied by DataSelf; (g) use the Software to develop a product which is competitive with any Software offerings; (h) use unauthorized License Keys or keycode(s) or distribute or publish keycode(s) except as may be expressly permitted by DataSelf in writing or run or operate the Software in a cloud, Internet-based computing or similar on-demand computing environment unless permitted by DataSelf; (i) as applicable to Desktop or User-Based Server, enable access to the Software for a greater number of Authorized Users than the sum quantity of licenses purchased on the applicable Order Form(s); (j) as applicable to Desktop or User-Based Server, reassign license rights between Authorized Users so frequently as to enable a single license to be shared between Authorized Users; or (h) download, install, activate, copy, or use the Software on servers other than the DataSelf Cloud for software that is only available via DataSelf Cloud Managed Services.

**3.9. Licensee Responsibilities.** Licensee shall (i) comply and be responsible for its Authorized Users' compliance with this Agreement, all DataSelf Cloud terms and conditions, applicable laws and government regulations; and (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the DataSelf Cloud and notify Licensor promptly of any such unauthorized access or use.

**3.10 Cloud Support.** Licensor shall provide the DataSelf Cloud Support as described in Exhibit A. Licensee acknowledges that the DataSelf Cloud is hosted on a third-party cloud environment, and Licensor's sole obligation with respect to performance is to provide the DataSelf Cloud Support.

#### 4. LICENSEE DATA

**4.1 Hosting.** All electronic data and information stored or managed by means of the Software by or for Licensee, including the results of data analysis embodied in the Dashboards and any other Software reports and outputs, is “**Licensee Data.**” “Licensee Data” does not include the Software or any third-party software interoperating with the DataSelf Cloud. As between Licensor and Licensee, all Licensee Data is deemed Licensee’s property.

**4.2 Sensitive Personal Information.** Sensitive Personal Information (“**SPI**”) is given the meaning under relevant privacy or data protection laws relating to this term or any similar term (such as “sensitive personal data”) used in the laws, including, without limitation, the Gramm-Leach-Bliley Act, Health Insurance Portability and Accountability Act of 1996 (including Protected Health Information), US Children’s Online Privacy Protection Act, and Family Educational Rights and Privacy Act. Examples of Sensitive Personal Information include, but are not limited to, personal financial information (including personal financial account information), sexual orientation, personal medical or health information, personal information of children under thirteen, personal education records, and social security, national identity, national insurance, and similar personal identifiers. Licensee represents and warrants, notwithstanding the provisions of Section 5 of this Agreement, it will not upload into the DataSelf Cloud, or otherwise provide for processing by the DataSelf Cloud, any SPI, and that pursuant to Section 12.1, no liability shall inure to Licensor with respect to any SPI. Each party will perform its respective rights and obligations under this Agreement in compliance with all applicable laws and regulations, including but not limited to U.S. and foreign export control laws and regulations.

**4.3 Data Back Up.** Licensee acknowledges that the DataSelf Cloud is not a system of record, and Licensee is responsible for all data storage and back up of the source systems from which the data processed by the DataSelf Cloud is sourced. In the event of corruption or destruction of or damage to Licensee Data hosted on the DataSelf Cloud, Licensor will use commercially reasonable efforts to recover or restore Licensee Data from back up on the DataSelf Cloud, but shall not be liable for any damages or other consequences due to destruction or corruption of or damage to Licensee Data.

**4.4 Responsibility for Licensee Data.** Licensee acknowledges and agrees that Licensor monitors the regular occurrence of data refresh, as well occasional review of Licensee’s reports and dashboards for better customer service purposes. In the event that data refresh is not occurring, Licensor will use commercially reasonable efforts to address the issue. Licensee warrants and represents that it has the right to access and use the Licensee Data with the DataSelf Cloud and to permit Licensor to access and use the Licensee Data as provided herein. Licensee shall comply with all applicable laws and regulations regarding the collection, use, transfer and processing of Licensee Data, including but not limited to laws and regulations relating to the collection, use, transfer or processing of any personal data, third party Intellectual Property rights, and any other laws and regulations pertaining to the use or dissemination of any Licensee Data via the DataSelf Cloud. If notified that such Licensee Data infringes or violates any third party’s rights, Licensor may remove the allegedly infringing data from the DataSelf Cloud.

**4.5 Data Deletion.** Licensor will erase all Licensee Data from the DataSelf Cloud within seven (7) business days after the Termination Date.

## **5. DATA PROTECTION FOR EU ORGANIZATIONS AND EU DATA**

**5.1. Definitions.** For purposes of this Section 5, the following definitions shall apply:

**5.1.1 Data Protection Legislation.** “Data Protection Legislation” shall mean the EU General Data Protection Regulation (Regulation (EU) 2016/679) (“**GDPR**”) and implementing legislation of European Union member states made pursuant thereto.

**5.1.2 Personal Data.** “**Personal Data**” shall have the meaning ascribed to such term in the Data Protection Legislation, and for purposes of this Agreement is applicable to only EU member states or data emanating from EU member states.

**5.2 Data Processing.** If Licensor processes any Personal Data on Licensee’s behalf on the DataSelf Cloud, the Parties record their intention that Licensee shall be the data controller and Licensor shall be a data processor (each as defined in the Data Protection Legislation), and in any such case:

### **5.2.1 Licensee’s obligations.**

(a) **Transfer outside the EU/EEA.** Licensee acknowledges that Licensor staff who require access to Licensee Data (including Personal Data) to provide the DataSelf Cloud and to perform Licensor’s other obligations under this Schedule are located outside of the EU/EEA. Licensor shall comply with Articles 44 – 46 of GDPR with respect to access outside the EU/EEA. Licensee Data shall be hosted in the region set forth on the applicable Sales Order and Licensor shall not host the Licensee Data in a different region without Licensee’s prior written instruction.

(b) **Sub-processors.** Licensee agrees that Licensor may use sub-processors to host and perform certain functions of the DataSelf Cloud, including but not limited to: data center hosting and processing infrastructure, data delivery, and performance analytics.

(c) **Legal Basis.** Licensee shall ensure that it has the legal right and satisfies the legal requirements needed to allow Licensor to process the relevant Personal Data on its behalf in the location(s) specified on the Sales Order for the DataSelf Cloud.

(d) **Security.** Licensee shall ensure that it has in place appropriate technical and organizational security measures to protect against unauthorized or unlawful processing of the Personal Data or its accidental loss, destruction or damage.

### **5.2.2 Licensor’s obligations.**

(a) **Scope, Nature, and Purpose of Processing.** Licensor shall process Personal Data, other than SPI, only for the purpose of performing its obligations under this Agreement and any applicable DataSelf Contract or Sales Order. Without limiting the generality of the foregoing, processing activities may include: uploading, hosting, combining, analyzing, creating graphs and visualizations, displaying and delivering Licensee Data as directed by Licensee using the Software functionalities, performing maintenance and support services, providing business intelligence consulting services, creating aggregated and anonymous statistics and reports to improve Licensor's products and services, and maintaining logs for compliance with data retention laws and internal security and disaster recovery policies. Processing activities shall also include processing Licensee's payments and other information incidental to the business relationship between Licensor and Licensee. The processing activities may involve any category of data that is uploaded to the DataSelf Cloud by Licensee, or otherwise generated or entered by Licensee during its use of the DataSelf Cloud and Software, including but not limited to, databases, metadata, login and authentication credentials, email addresses, unique device identifiers, software usage information, and internet traffic and online activity information. Data subjects may be any of Licensee's Authorized Users or other individuals who are protected by the Data Protection Legislation. The DataSelf Cloud is not specifically intended for processing of any special categories of data.

(b) **Instructions.** Except to the extent required by applicable law, Licensor processes Personal Data, other than SPI, transferred to it only on behalf of Licensee and in accordance with the Licensee's instructions, whether expressed electronically through Licensee's use of the Software on the DataSelf Cloud or otherwise. The parties acknowledge that Licensee controls the Licensee Data using the functionalities and settings of the Software, and that Licensee's use of such settings and functionalities will be considered as processing instructions given by Licensee to Licensor.

(c) **Personnel.** Licensor shall ensure that its personnel accessing the Personal Data are subject to a duty of confidentiality with respect to Personal Data.

(d) **Assistance.** Licensor shall provide reasonable assistance to Licensee with respect to the following (i) any requests from individuals exercising their rights to access, rectify, erase or object to processing of Personal Data pursuant to Data Protection Legislation; (ii) Licensee's security and data breach obligations, including notifying Licensee of any Personal Data breaches that Licensor is aware of or reasonably suspects; (iii) if Licensee needs to carry out a privacy impact assessment. Licensor reserves the right to charge a fee, consistent with the Data Protection Legislation, for complying with a request for assistance requiring significant effort and/or resources.

(e) **Audit.** Licensor will submit to an audit by Licensee or a third party designated by Licensee to demonstrate Licensor's compliance with the obligations specified in this Section, at Licensee's sole expense, provided that Licensor has been given reasonable prior notice and the auditors are subject to reasonable confidentiality obligations.

**6. OWNERSHIP.** Notwithstanding anything to the contrary except for the limited license rights expressly provided to Licensee, DataSelf and its licensors have and will retain all rights, title and interest (including without limitation all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software, Third-Party Code and all copied modifications and derivative works thereof (including any changes which incorporate any of Licensee's ideas, feedback or suggestions). Licensee acknowledges that it is obtaining only a limited license to the Software and Third-Party Code and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to Licensee under this Agreement or otherwise.

**7. FEES.** License fees for the Software, Annual Software Maintenance fees, and BI-Expert Services fees, as applicable, (collectively "**Fees**") are due and payable to DataSelf effective upon execution of the Contract Agreement.

**8. CONFIDENTIALITY.** As used herein, "**Confidential Information**" means (a) this Agreement, the Contract Agreement, Order Form and all related exhibits, schedules, addenda and the contents thereof, including without limitation the amount of the License Fee, (b) the Software, whether in object or source code form, Documentation, Templates and any related technology, idea, algorithms or information contained therein, including any trade secrets relating to any of the foregoing, (c) either Party's documentation (including without limitation the Documentation) information, data, drawings, benchmark tests, and specifications, (d) either Party's 'trade secrets, know-how, knowledge, designs, plans, drawings, specifications, reports, computer programs, algorithms, customer and supplier lists, techniques and materials, (e) names and contact information of people involved in joint projects and/or people added as Licensed Users or recipients of reports from to the Software, and (f) any other proprietary information supplied by either Party to the other that is clearly marked as "confidential", "proprietary" or with other similar legends, if in tangible form, or identified as "confidential" if orally disclosed, or, as a result of the nature of the information or circumstances of its disclosure, would reasonably be assumed to be confidential. Confidential Information includes without limitation any such information, documentation, or any of the other items listed in the preceding sentence that has been disclosed by either Party to the other at any time prior to the date of this Agreement, pursuant to the process of configuring and installing the Software.

Licensee acknowledges that, it may obtain information relating to the Software or DataSelf and/or Salesforce and Microsoft Corporation, including, but not limited to, code, technology, know-how, ideas, algorithms, testing procedures, structure, interfaces, specifications, documentation, bugs, problem reports, analysis and performance information, and other technical, business, product, and data ("**Confidential Information**"). Licensee shall not disclose Confidential Information to any third party or use Confidential Information for any purpose other than the use of the Software as licensed under the Agreement.

Each Party acknowledges that the Confidential Information constitutes valuable trade secrets and each Party agrees that it shall use the Confidential Information of the other Party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other Party's prior written consent. Each Party agrees to exercise due care

in protecting the Confidential Information from unauthorized use and disclosure, but no less than the level of care that it uses to protect its own confidential information. However, neither Party bears any responsibility for safeguarding any information that it can document in writing (a) is in the public domain through no fault of its own, (b) was properly known to it, without restriction, prior to disclosure by disclosing Party, (c) was properly disclosed to it, without restriction, by another person with the legal authority to do so, (d) is independently developed by receiving Party without use or reference to disclosing Party's Proprietary Information or (e) is required to be disclosed pursuant to a judicial or legislative order or proceeding; provided that, to the extent permitted by and practical under the circumstances, the receiving Party provides to the disclosing Party prior notice of the intended disclosure an opportunity to respond or object to the disclosure, or if prior notice is not permitted or practical under the circumstances, prompt notice of such disclosure.

## 9. TERM AND TERMINATION.

**9.1 Term for Perpetual Licenses Only.** The term of a Perpetual License commences as provided in the Contract Agreement. The term of the Perpetual License continue in effect until terminated as provided in Section 9.3.

**9.2 Term for Subscription Licenses Only.** The initial term of a Subscription License commences as provided in the Contract Agreement. The length of the initial term and renewal terms for the Subscription License will be set forth in the Contract Agreement. This Agreement will terminate as to Subscription Licenses upon expiration of the initial term or any renewal term or sooner upon termination of this Agreement as provided in Section 9.3 or should Licensee fail to renew the Subscription License. Notwithstanding the foregoing, Licensee may continue to use the Software, or components of it, after the expiration of the initial term or any renewal term by paying the Conversion Fee (provided in the following sentence) to Licensor on or before such date of expiration and thereby converting the Subscription License (or such components thereof) to a Perpetual License. The "**Conversion Fee**" shall be equal to the Fee under such Licensee's Subscription License for the immediately-preceding year multiplied by three (3) (restrictions might apply depending on items included in the Order Form – please contact DataSelf for further information). In the event that the Conversion Fee applies only to designated components of the Software, the Perpetual License will apply only to such components.

### 9.3 Termination.

- (a) Licensee may terminate BI-Expert Services for any reason at any time upon thirty (30) days' prior written notice to DataSelf. In such case DataSelf will refund any amounts prepaid by Licensee for BI-Expert Services that have not yet been commenced.
- (b) Licensee may terminate a Subscription License for any reason at any time upon thirty (30) days written notice to DataSelf.
- (c) Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such 30-day notice period.
- (d) OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR THE APPLICABLE CONTRACT AGREEMENT, IN NO EVENT WILL DATASELF BE REQUIRED TO REFUND ANY FEES (INCLUDING FOR THE SOFTWARE, BI EXPERT SERVICES OR ANNUAL SOFTWARE MAINTENANCE, AND REGARDLESS OF WHETHER SUCH FEES APPLY TO PREVIOUS, CURRENT OR FUTURE PERIODS) FOR ANY REASON, EVEN IF THIS AGREEMENT IS TERMINATED.
- (e) Licensee agrees that DataSelf may, with reasonable telephonic or electronic mail notice to Licensee, suspend Licensee's access to the Software if DataSelf reasonably concludes that Licensee's use of the License/ Software is causing immediate and ongoing harm to DataSelf or others. Licensee agrees that DataSelf will not be liable to Licensee or to any third party for any suspension of the License under such circumstances as described in this Section.

**9.4 Effect of Termination.** Upon termination of the License pursuant to Section 9.3, except as otherwise set forth in Section 9.5, the License shall terminate, and Licensee shall immediately cease all use of the Software, any New Releases, the Documentation and Confidential Information of DataSelf. Upon expiration or termination of this Agreement for any reason and upon DataSelf's request, Licensee shall within seven (7) days either (at DataSelf's option) destroy or return to DataSelf the Software, any Derivative Works and all copies thereof, in whole or in part, the Documentation and all copies thereof, and any other Confidential Information of DataSelf in Licensee's possession.

**9.5 Service Transition.** If this Agreement is terminated for any reason, provided Licensee is current on all payments to DataSelf and Licensee pays all applicable Software Maintenance fees and any fees related to the transition services, DataSelf may continue, for a period of at least one hundred twenty (120) days but not to exceed one hundred eighty (180) days from the date of the notice of termination, to provide Software Maintenance to Licensee pursuant to the terms of this Agreement, but only to the extent reasonably necessary to facilitate the transition of the Software from DataSelf to another provider. To facilitate this transition, Licensee and DataSelf will jointly develop a plan for the transition services.

## 10. REPRESENTATIONS AND WARRANTIES.

**10.1 Limited Warranty as to Software.** DataSelf represents and warrants that, to the best of its knowledge:

- (a) it has, or has licensed, sufficient right, title and interest in and to the Software to grant the license contemplated by this Agreement;
- (b) the Software will not infringe the intellectual property rights of any third person;
- (c) the Software is currently free from viruses and other destructive programs;
- (d) There is no pending or threatened litigation involving DataSelf that may impair or interfere with Licensee's right to use the Software.

**10.2 Limited Warranty as to Software Maintenance and BI-Expert Services.** DataSelf represents and warrants that Software Maintenance and BI-Expert Services will be:

- (a) reasonably performed in a good and workmanlike manner, with promptness and diligence, and according to applicable and reasonably best industry standards; and
- (b) by personnel properly qualified for their respective assignments.

**10.3 Exclusion of warranty:** The limited warranty provided in this Section 10 will not apply if:

- (a) the Software is not used in accordance with this Agreement or the Documentation;
- (b) the Software or any part of the Software has been modified by any entity other than DataSelf;
- (c) any malfunction in the Software has been caused by any equipment or software not supplied by DataSelf.
- (d) any damages to persons and/or tangible or intellectual property is occasioned by any willful misconduct or gross negligence of Licensee or any person authorized by Licensee;

## **11. INDEMNIFICATION BY DATASELF**

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**19.1 Collection of Data.** The Software and any support may employ applications and tools to collect personal data, sensitive data and other information about Licensee and Authorized Users (including names, addresses, e-mail addresses and payment details), their computers, files stored on their computers and their computers' interactions with other computers, operating system types, versions, model, device ID, IP address, location, content, software and components installed, processes and services information, frequency and details of software updates, information about third-party products installed, extracts of logs created by DataSelf and usage patterns) (collectively "**Data**").

**19.2 Purposes.** Collection of Data may be necessary to provide Licensee and Authorized Users with the functionality of the Software and any support (including reporting threats and/or vulnerabilities), to enable DataSelf to improve the Software and any support, to enable DataSelf to manage licenses and for other reasons.

**19.3 Privacy Policy.** By entering into this Agreement, or using the Software, Licensee for itself and on behalf of Authorized Users agrees to DataSelf's Privacy Policy available at <https://dataself.com/privacy/> and to the collection, processing, backup, copying, storage, transfer and use of the Data by DataSelf and its service providers.

**19.4 Licensee to Obtain Agreements.** Licensee will obtain any required privacy related rights and permissions from individuals as may be required by applicable law or Licensee's internal policies or guidelines in order to disclose Data to DataSelf as provided in this Agreement and the Privacy



Policy, in order to use the Software, and in connection with DataSelf's performance under this Agreement.

## **20. GENERAL TERMS.**

**20.1 Complete Agreement.** This Agreement, Exhibit A, the Order Form and Schedules and the Contract Agreement and any Addenda and schedules constitute the entire agreement between the parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

**20.2 Severability.** If any term or provision of this Agreement is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity of enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation.

**20.3 Survival.** The terms set forth in the sections entitled License Restrictions, Ownership, Confidentiality, Indemnification by DataSelf, Indemnification by Licensee, Warranty Disclaimer, Limitation of Damages and Remedies, Audit Rights, Privacy and Collection of Personal Data and System Information and Miscellaneous shall survive the expiration or termination of this Agreement, regardless of the cause for termination, and shall remain valid and binding indefinitely.

**20.4 Headings.** The headings contained in this Agreement are incorporated for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**20.5 No Waiver.** The failure of either party to enforce any rights granted under this Agreement or to take action against the other party in the event of any breach of this Agreement shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

**20.6 Right to Use Name.** Without Licensee's written permission, DataSelf does not have the right to use Licensee's name in print, online, and in other multimedia advertising and marketing materials for the purpose of disclosing that Licensee is a customer of DataSelf.

**20.7 Governing Law and Choice of Forum.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflicts of laws rules. Matters affecting copyrights, trademarks and patents, shall be governed by U.S. federal law. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Software shall be subject to the exclusive jurisdiction of the state and federal courts located in San Jose, California. No text or information set forth on any Order Form, preprinted form or document shall add to or vary the terms and conditions of this Agreement. No joint venture, partnership, employment, or agency relationship exists between Licensee and DataSelf as a result of this Agreement. DataSelf reserves the right to assign its right to receive and collect payments hereunder. Any rights not expressly granted herein are expressly reserved by DataSelf.

\*\*\* End of the document \*\*\*

## Exhibit A

### DataSelf Cloud Support

DataSelf Cloud Support consists of “Cloud Hosting” and “Cloud Service” as follows:

#### **Cloud Hosting**

During the Subscription Period, the Licensee’s data and DataSelf software will be hosted on Amazon Web Services servers managed by DataSelf. DataSelf will use commercially reasonable efforts to make DataSelf Cloud service instances available with a monthly uptime percentage of at least 99.9% during any month of the year.

Monthly uptime percentage =  $100 * (1 - (\text{number of minutes of unplanned offline services} / \text{number of minutes of planned online services}))$

Planned online services include the scheduled downtime for Windows Server updates (7pm PST on the 3rd Saturday of the month) and the upgrade of Tableau Server twice a year.

For information purposes, the average uptime of the DataSelf Cloud Tableau Server was 99.97% in 2022.

#### **Cloud Service**

##### **Deployment of the Software**

- Software Installation. Licensor will install the Software in the Environment within the contracted number of days after the effective date of this Agreement
- Software Updates: Licensor will install and test Software Updates on a temporary Update instance and conduct application sanity tests before deployment to production.

##### **Enabling Access to the Software**

Licensor will provide Licensee the following methods of access to use the Software:

- When applicable, public HTTPS access to the visualization layer to the number of Users licensed under this Agreement or applicable Contract or Sales Order.
- When applicable, public access to DataSelf Cloud MS SQL Server via SSL encrypted protocol to the number of Users licensed under this Agreement or applicable Contract or Sales Order.

##### **Guidance on Access to the Environment**

When applicable, Licensor will guide Licensee on setting up and configuring its access to the Environment, addressing the following issues:

- Setting up Licensee’s access to the Environment
- Transferring source files, e.g. Excel files, to the Environment
- Deploying Dashboards/widgets/reports, embedding, SSO, white labeling and email reports

##### **Cloud Monitoring**

Licensor’s Cloud Support Team will monitor the Environment and Software 24x7, this includes monitoring:

- Server and environment accessibility
- Server resources including CPU, Memory, Disk, Network, and Templates utilization.
- Backup system

Software monitoring consists of monitoring:

- Use of Environment resources, such as memory consumption and query time
- Completion of key system processes
- Other issues critically affecting use of Software in the Environment
- Proactive notification of DataSelf Customer Support regarding issues detected in the cloud environment where appropriate.

\*\*\*\* End of document