Dataiku, Inc.

EC America Rider to Product Specific License Terms and Conditions
(for U.S. Government End Users)

1. **Scope**. This Rider and the attached <u>Dataiku, Inc.</u> ("Manufacturer") product specific license terms establish the terms and conditions enabling EC America ("Contractor") to provide Manufacturer's information technology products and services to Ordering Activities under EC America's GSA MAS IT70 contract number GS-35F-0511T (the "Schedule Contract").   Installation and use of the information technology shall be in accordance with this Rider and Manufacturer Specific Terms attached hereto, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid delivery order placed pursuant to the Schedule Contract.

2. **Applicability**. Whereas GSA and EC America agreed at the time of Schedule Contract award upon a base set of terms and conditions applicable to all manufacturers and items represented on the Schedule Contract; and Whereas, the parties further agreed that all product specific license, warranty and software maintenance terms and conditions would be submitted at the time each new manufacturer was to be added to the Schedule Contract; Now, Therefore, the parties hereby agree that the product specific license, warranty and software maintenance terms set forth in Attachment A hereto (the "Manufacturer Specific Terms" or the "Attachment A Terms") are incorporated into the Schedule Contract, but only to the extent that they are consistent with Federal law, including but not limited to GSAR 552.212-4 Contract Terms and Conditions-Commercial Items. To the extent any Attachment A Terms are inconsistent with Federal law (See, FAR 12.212(a)), such inconsistent terms shall be superseded, unenforceable and of no legal force or effect in all resultant orders under the Schedule Contract, including but not limited to the following provisions:

a) **Contracting Parties.** The GSA Customer ("Licensee") is the "Ordering Activity", defined as the entity authorized to order under GSA MAS contracts as set forth in GSA Order OGP 4800.2I, as may be revised from time to time.

b) **Changes to Work and Delays.** Subject to GSAR Clause 552.238-81, Modifications (Federal Supply Schedule) (April 2014) (Alternate I – JUN 2016) and (Alternate II – JUN 2016), and 52.212-4(f) Excusable Delays (JUN 2010) regarding which the GSAR and the FAR provisions take precedence.

c) **Contract Formation.** Subject to FAR 1.601(a) and FAR 43.102, the GSA Customer Purchase Order must be signed by a duly warranted Contracting Officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

d) **Termination**. Clauses in the Manufacturer Specific Terms referencing termination or cancellation are superseded and not applicable to any GSA Customer order. Termination shall be governed by the FAR, the underlying GSA Schedule Contract and the terms in any applicable GSA Customer Purchase Orders. If the Contractor believes the GSA Customer to be in breach, it must file a claim with the Contracting Officer and continue to diligently pursue performance. In commercial item contracting under FAR 12.302(b), the FAR provisions dealing with disputes and continued performance cannot be changed by the Contracting Officer.

e) **Choice of Law.** Subject to the Contracts Disputes Act, the validity, interpretation and enforcement of this Rider shall be governed by and construed in accordance with the Federal laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar Federal laws or regulations are enacted, to the extent allowed by Federal law, they will not apply to this Rider or the underlying Schedule Contract.

f) **Equitable remedies**. Equitable remedies are generally not awarded against the Government absent a statute providing therefore. In the absence of a direct citation to such a statute, all clauses in the Manufacturer Specific Terms referencing equitable remedies are superseded and not applicable to any GSA Customer order.

g) **Unilateral Termination.** Unilateral termination by the Contractor does not apply to a GSA Customer Purchase Order and all clauses in the Manufacturer Specific Terms referencing unilateral termination rights of the Manufacturer are hereby superseded.

h) **Unreasonable Delay.** Subject to FAR 52.212-4(f) Excusable delays, the Contractor shall be liable for default unless the nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

i) **Assignment.** All clauses regarding the Contractor's assignment are subject to FAR 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements (Sep. 2013). All clauses governing the Contractor's assignment in the Manufacturer Specific Terms are hereby superseded.

j) **Waiver of Jury Trial.** Waivers of Jury Trials are subject to FAR 52.233-1 Disputes (JULY 2002). The Government will not agree to waive any right that it may have under Federal law. All clauses governing a waiver of jury trial in the Manufacturer Specific Terms are hereby superseded.

k) **Government Indemnities.** This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered. The Interim FAR Rule dated June 21, 2013 and the Office of Legal Counsel opinion dated March 12, 2012 prohibit such indemnifications. All Manufacturer Specific Terms referencing customer indemnities are hereby superseded.

l) **Contractor Indemnities.** All Manufacturer Specific Terms that violate DOJ's jurisdictional statute (28 U.S.C. § 516) by requiring that the Government give sole control over the litigation and/or settlement to the Contractor are hereby superseded. Nothing contained in the Manufacturer's Specific terms shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute.

m) **Renewals.** All Manufacturer Specific Terms that provide for automatic renewals violate the Anti-Deficiency Act and are hereby superseded. This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered.

n) **Future Fees or Penalties.** All Manufacturer Specific Terms that require the Government to pay any future fees, charges or penalties are hereby superseded unless specifically authorized by existing statutes, such as the Prompt Payment Act (31 U.S.C. § 3901 et seq.) or Equal Access To Justice Act (5 U.S.C. § 504; 28 U.S.C. § 2412).

o) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all applicable federal, state, local taxes and duties. Contractor shall state separately on its invoices, taxes excluded from the fees, and the GSA Customer agrees to either pay the amount of the taxes (based on the current value of the equipment or services) to Contractor or provide it evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

p) **Third Party Terms.** When the end user is an instrumentality of the U.S., no license terms bind the GSA Customer unless included in the EULA, and the EULA is made an attachment to the underlying GSA Schedule Contract. All terms and conditions affecting the GSA Customer must be contained in a writing signed by a duly warranted Contracting Officer. Any third party manufacturer shall be brought into the negotiation, or the components acquired separately under federally-compatible agreements, if any.

q) **Dispute Resolution and Standing.** Any disputes relating to the Manufacturer Specific Terms or to this Rider shall be resolved in accordance with the FAR, the underlying GSA Schedule Contract, any applicable GSA Customer Purchase Orders, and the Contract Disputes Act. The Ordering Activity expressly acknowledges that EC America as contractor, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.

r) **Advertisements and Endorsements.** Pursuant to GSAR 552.203-71, use of the name or logo of any U.S. Government entity is prohibited. All Manufacturer Specific Terms that allow the Contractor to use the name or logo of a Government entity are hereby superseded.

s) **Public Access to Information.** EC America agrees that the attached Manufacturer Specific Terms and this Rider contain no confidential or proprietary information and acknowledges the Rider shall be available to the public.

t) **Confidentiality.** Any provisions in the attached Manufacturer Specific Terms that require the Ordering Activity to keep certain information confidential are subject to the Freedom of Information Act (5 U.S.C. § 552), and any order by a United States Federal Court. When the end user is an instrumentality of the U.S. Government, neither this Rider, the Manufacturer's Specific Terms nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Rider, the Manufacturer's Specific Terms or the Schedule Contract to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bonafide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Rider, the Manufacturer's Specific Terms and the Schedule Contract**.**

u) **Alternate Dispute Resolution**. The GSA Customer cannot be forced to mediate or arbitrate. Arbitration requires prior guidance by the head of a Federal agency promulgated via administrative rulemaking according to 5 U.S.C. § 575(c). GSA has not issued any because it considers the Board of Contract Appeals to be an adequate, binding ADR alternative. All Manufacturer Specific Terms that allow the Contractor to choose arbitration, mediation or other forms of alternate dispute resolution are hereby superseded.

3. **Order of Precedence/Conflict**. To the extent there is a conflict between the terms of this Rider and the terms of the underlying Schedule Contract or a conflict between the terms of this Rider and the terms of an applicable GSA Customer Purchase Order, the terms of the GSA Schedule Contract or any specific, negotiated terms on the GSA Customer Purchase Order shall control over the terms of this Rider. Any capitalized terms used herein but not defined, shall have the meaning assigned to them in the underlying Schedule Contract.

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GSA Approved 10-Sep-19

ATTACHMENT A
DATAIKU SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

This Software License and Maintenance Agreement and its Exhibits ("Agreement") apply to an order that incorporates these terms and conditions entered into by and between GSA Multiple Award Schedule Contractor acting by and through its supplier, Dataiku Inc. (*"Dataiku"*), and the Ordering Activity purchasing from the GSA Schedule contract ("**Customer**" or "Ordering Activity"). This Agreement, the GSA Schedule contract, Schedule pricelist, and all applicable Ordering Documents ("ODs") represent the complete agreement governing the use of Software provided by Dataiku to Customer. In general, the ODs set forth specific configuration and usage details for the Software. In the event of a conflict, an OD prevails over this Agreement.

1. Definitions. Capitalized terms not otherwise defined in this Agreement are defined as follows:
"**Affiliate**" means an entity Controlling, Controlled by, or under common Control with another entity, where **"Control"** and its variants means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of an entity through ownership of securities or partnership or other ownership interests, by contract or otherwise.
"**Documentation**" means end user or technical documentation provided with the Software.
"**Intellectual Property Rights**" means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, moral rights, know-how, and any other intellectual property rights recognized in any country or jurisdiction.
"**Internal Business Purposes**" means use of the Software solely for Customer or Customer Affiliates' internal business projects, and deploying such projects in production mode. This definition does not include providing services using the Software to third parties.
"**License Term**" means the License Term identified on an OD, including renewals. If no term is specified, the License Term is 1 year.
"**Maintenance Releases**" takes its meaning from the Support and Maintenance **Exhibit A** attached below and incorporated by reference.
"**Software**" means the object code of Dataiku's proprietary computer programs or modules identified in an OD, backup copies, Maintenance Releases, and modifications to any of the aforementioned.
"**User(s)**" means any individual authorized by Customer to use the Software.
2. Software Use and License Grant
2.1 Software; Delivery. The Software is an offering provided by Dataiku and is subject to support and maintenance as specified in **Exhibit A**. Customer will receive electronic license keys enabling activation of the Software after an OD becomes effective.
2.2 License. For the duration of the License Term, Dataiku grants to Customer and Users a non-exclusive, non-transferable, and non-sublicensable license to: (i) install the Software on computers owned or controlled by Customer; and (ii) use the Software to process data owned, licensed, or controlled by Customer or Customer Affiliates for Internal Business Purposes in accordance with the Documentation, this Agreement, and any applicable OD. Customer may maintain a reasonable number of copies of the Software on its systems only for backup purposes.
2.3 Affiliates. Both Dataiku Affiliates and Customer Affiliate may enter into ODs. When a Customer Affiliate enters into an OD, it will be deemed to have made the purchase directly, and be bound by the terms and conditions of this Agreement as a "Customer."
2.4 Restrictions. Customer and Users will not (and will not permit any third party to): (i) copy or use the Software other than allowed by this Agreement or an applicable OD; (ii) use the Software with unauthorized equipment or products; (iii) modify the Software, create derivative works based upon the Software, reverse engineer, decompile, decrypt, disassemble, or otherwise reduce the Software to human-readable form; (iv) create programs similar or identical to the Software; (v) use the Software in violation of any applicable laws; (vi) distribute, sell, license or otherwise provide the Software to unauthorized third parties; (vii) install the Software on systems not under control by Customer or Customer Affiliates, or use or permit the Software to be used to perform services for third parties, including as a service bureau, SaaS, time sharing basis or otherwise; (viii) disclose the results of any performance or functional evaluation of the Software including benchmark results or competitive analyses; or (ix) alter or remove proprietary notices or legends contained on or in the Software. No implied licenses are granted by Dataiku under this Agreement. Customer is responsible for all use of the Software by anyone accessing the Software using User credentials.
3. Reserved.
4. Ownership. The Software is licensed and not sold or for perpetual use. Dataiku and its licensors own and retain all title, Intellectual Property Rights, and interest in and to the Software and all copies or portions thereof. Ownership of derivative works should be as set forth in the copyright statute, 17 U.S.C. § 103 and the FAR clause at 52.227-14, but at a minimum, the Ordering Activity shall receive unlimited rights to use such derivative works at no further cost. Suggestions or feedback provided by Customer to Dataiku relating to the Software will be Dataiku's property and deemed Confidential Information of Dataiku, and Customer consents to assignment of suggestions and feedback to Dataiku.
5. Warranties; Disclaimer.
5.1 Mutual Warranties. Each party represents and warrants that: (i) it has full power to enter into this Agreement; and (ii) this Agreement does not conflict with any other agreement with any third party.
5.2 Limited Software Warranty. Dataiku warrants that the Software will materially conform to specifications described in the Documentation under normal use and circumstances.
5.3 Malicious Code. Dataiku will use standard industry practices to test the Software for "Malicious Code" and remove any "Malicious Code" discovered prior to delivery of the Software. **"Malicious Code"** means viruses, worms, time bombs, Trojan horses, and any other harmful code, files, scripts, agents, or programs which may cause harm to Customer's files or systems. Malicious Code does not include standard routines in the Software intended to delete data and implicit in the standard functionality of the Software, or any software bugs or errors handled through Support and Maintenance Services specified in **Exhibit A**, or any license key or other equivalent code which may limit the functionality or scope of use of the Software to the Customer's specific license.
5.4 Restrictions. The warranties specified above do not apply if the Software or any portion: (i) has been altered, except by Dataiku or an authorized representative; (ii) has not been used, installed, operated, repaired, or maintained in accordance with this Agreement and the Documentation; or (iii) is licensed for beta, evaluation, or testing purposes. These warranties only apply to the original licensee who

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provides notice within the warranty period and does not apply if any bug, defect, or error is attributable to products or services not supplied by Dataiku.

5.5 Disclaimers; Exclusion of Implied Warranties. Except for the warranties specified above, the Software and Support and Maintenance Services are provided "as is." Customer and Customer Affiliates assume sole responsibility for any results obtained from using the Software. Dataiku disclaims any and all warranties, conditions or representations (whether express or implied, oral or written), including without limitation any implied warranties of title, non-infringement, information, merchantability or fitness for any particular purpose (whether or not Dataiku knows or has reason to know of such purpose), whether arising by law, custom, usage in trade or by course of dealing. Dataiku and its licensors do not warrant the results of any use of the Software, or that it is bug or error free, or that its use will be uninterrupted. Dataiku does not warrant that the Software or any equipment, system, or network on which the Software is used will be free of vulnerability to intrusion or attack. Dataiku will in no way be held liable for any inability of, error, or fault of Customer or any third party appointed by Customer to install the Software. Data uploaded to the Software and any third-party databases, software, hardware, or services connecting from or to the Software (collectively, "**Third Party Materials**") are not the responsibility of Dataiku and Dataiku does not make any warranties or promises with respect to the Third-Party Materials.

6. Reserved.

7. Reserved.

8. Reserved.

9. Reserved.

10. General

10.1 Open Source. The Software may contain or be provided with components subject to third party open source software licenses ("**Open Source Software**"). A list of current Open Source Software is provided at https://doc.dataiku.com/dss/latest/thirdparty.html. To the extent necessary, the license accompanying the Open Source Software will apply in lieu of the terms of this Agreement specifically with respect to such Open Source Software.

10.2 Reserved.

10.3 Reserved.

10.4 Reserved.

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10.12 Reserved.

10.13 Export. The Software and Documentation, including technical data, may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, or other export or import laws and regulations in other jurisdictions. Customer agrees to comply with all applicable laws and regulations.

10.14 Usage Information. The Software contains a usage data tool that collects limited information about use of the Software. Customer agrees that Dataiku may use usage data for development and support purposes relating to the Software. Dataiku does not require, and Customer undertakes not to transmit any personal data to Dataiku.

10.15 Data Privacy. Each party undertakes to process personal data in accordance with all applicable laws and regulations. Dataiku undertakes to process personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such personal data. The obligations of the GDPR shall not apply to the Ordering Activity.

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Exhibit A
Support and Maintenance

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"**Support and Maintenance Services**" are provided to all customers paying fees for licensed usage of the Software.

1. Maintenance. Dataiku shall provide access to all generally available Maintenance Releases. "**Maintenance Releases**" means Maintenance Updates (defined below) and Major Versions (defined below) that are generally released during the License Term free of charge to Dataiku customers receiving Support and Maintenance Services. "**Maintenance Update**" means error corrections, bug fixes, patches, workarounds, or minor enhancements to the Software designated by a change to the 3rd version digit (e.g. version 3.4.1 to 3.4.2). "**Major Version**" means a revision to the Software containing new functionalities, major improvements, and generally designated by a change into the 1st or 2nd version digit (e.g. a change from version 3.0 to 4.0 or from 4.1 to 4.2). "**Business Day**" means a day (other than Saturday or Sunday or U.S. Federal holidays) on which financial institutions are normally open for business in the United States. "**Business Hour**" means an hour between 9am and 5pm (EST) on any Business Day.

2. Support. *(i) Self Service Support Portal (Preferred method).* Customers submit cases online, update existing tickets, and track case status 24 x 7 x 365 through a web-based support ticket system including self-service access to an extensive knowledge base. Available at https://support.dataiku.com. *(ii) Email*. Available at support@dataiku.com. Service levels and response times do not apply to questions submitted by email.

3. Error Correction. Customer may submit suspected errors or malfunctions to Dataiku's case tracking system, or via email, and cooperate with Dataiku in any investigation. Dataiku will acknowledge with a ticket number ("**Ticket**") and make commercially reasonable efforts to assign appropriate assets to resolve the issue according to the response expectation table below. Customer may use the ticket number to track the status of any confirmed failure of the Software to meet Dataiku specifications ("**Confirmed Error**"). If a Confirmed Error is discovered, the Customer will provide a description to Dataiku's support team and co-operate with Dataiku to classify the error. Failure by Customer to respond to Dataiku's requests within 5 business days may result in Dataiku closing the Ticket. Customer may add a new Ticket at any time.

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4. Classifications of Errors; Service Levels. Dataiku offers the service levels and response times as shown in table below. Classification of Confirmed Errors will be determined by Dataiku based on factors including input obtained from Customer.

5. Limitations. Dataiku shall be responsible for any Confirmed Error. However, Dataiku shall not be responsible for errors that cannot be reproduced by Dataiku on unmodified Software, for software, firmware, or hardware not supplied by Dataiku, or for information or data contained in, stored on or integrated with any Software returned to Dataiku. Support and Maintenance Services do not include support for any failure, defect, or damage of the Software caused by Customer or User(s) through unauthorized use, accident, abuse, or misuse of the Software, or if the Software has not been used or maintained in conformance with the Documentation or the Agreement, or if Software is used by Customer or User(s) on an unsupported platform or hardware, beyond the licensed capacity, or altered or modified by Customer or User(s). Service or repair of the Software by anyone other than Dataiku (or an authorized representative) will void Dataiku's obligations under this Support and Maintenance Exhibit. Dataiku's support and maintenance obligations for the Software are applicable to: (a) the latest Major Version; and (b) any Major Version publicly released during the past 1 year for Enterprise Server modules and the past 6 months for Team server modules; so long as the latest Maintenance Update for that Major Version has been installed. Support and Maintenance Services do not include on-site support, consulting (including custom work on Customer's network) and system design, coding, project or facility management, or support for incompatible or third-party supplier products. If Dataiku agrees to remedy any errors or problems not covered as Support and Maintenance Services, Dataiku will perform such work after receiving Customer's instruction to proceed at Dataiku's then-current standard time and material rates.

6. Customer Obligations. Customer will appoint up to 2 individuals knowledgeable in the operation of the Software as primary contacts to initiate support calls with Dataiku ("**Designated Support Contacts**"). Dataiku shall only be responsible for providing Designated Support Contacts with Support and Maintenance Services. Customer may change Designated Support Contacts at any time with written notification to Dataiku or appoint additional primary contacts by paying additional fees. Customer may not share login credentials or other benefits of Support and Maintenance Services with any other persons unless Customer has purchased additional services. If necessary, Customer will provide Dataiku with administrative access to the Software components (including remote access to end points and console).

7. Changes. Dataiku may make changes at any time to this Exhibit with written notice to Customer; provided the changes do not materially degrade the support and maintenance services to which Customer is entitled.

Classification of errors

Error level	P1	P2	P3	P4
Description	Critical error. "System is down" or Software is completely inoperative, or a condition severely and significantly impacting the API nodes, design nodes, or automation nodes. No procedural work around exists. For example, all API nodes crash, or the design or automation node crashes and the Software does not restart after the crashes.	Serious or high-impact business condition affecting substantial number of users. The Software operates in a severely restricted/reduced capacity causing significant impact to portions of the Customer's business. No procedural work around exists.	Medium to low-impact problem. Involves partial non-critical functionality loss. May be a minor issue with limited or no loss of functionality or impact to the Customer's operation for which there is a workaround available. For example, a data transformation function does not work as expected, and a workaround in code is required.	Software is functional. Relates only to proposed feature enhancements or proposed modifications. No material impact on quality, performance or functionality of Software. For example, errors in Documentation, or a proposed feature enhancement.
"Enterprise" and "Team" server module support service levels by error level				
Initial Response	**Enterprise:** 4 Business Hours **Team:** 8 Business Hours	**Enterprise:** 8 Business Hours **Team:** 2 Business Days	**Enterprise:** 8 Business Hours **Team:** 2 Business Days	**Enterprise:** 2 Business Days **Team:** 2 Business Days
Update Frequency	**Enterprise:** Every 2 hours **Team:** Every 4 hours	**Enterprise:** Every Business Day **Team:** Every Business Day	**Enterprise:** As needed **Team:** As needed	**Enterprise:** As needed **Team:** As needed
Level of Effort	**Enterprise:** Continuous 24x7 effort; escalation in 24h to VP of Support **Team:** Continuous Business Day effort; escalation in 72h to VP of Support	**Enterprise:** Continuous Business day effort; escalation in 72h to VP of Support **Team:** Best efforts	**Enterprise:** Best efforts **Team:** Best efforts	**Enterprise:** Reasonable efforts **Team:** Reasonable efforts

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