Dataiku
License Terms

Last updated: November 15, 2023

These License Terms ("**Agreement**") are entered into by and between the entity or person placing an Order for or accessing the Software ("**Customer**" or "**you**") and the Dataiku Contracting Entity specified in Section 17.2 (Dataiku Contracting Entity, Governing Law) below (also referred to as "**Dataiku**"). This Agreement consists of the terms and conditions set forth below and any Orders. Certain capitalized terms are defined in Section 18 (Definitions) and others are defined contextually in this Agreement. If you are accessing or using the Software on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company, and all references to "you" reference your company.

The "**Effective Date**" of this Agreement is the date which is the earlier of (a) Customer's initial access to the Software through any online provisioning, registration or order process or (b) the effective date of the first Order. Dataiku may modify this Agreement from time to time as permitted in Section 16 (Modifications).

Purchase from Reseller: If Customer purchases the Software from an authorized reseller of Dataiku ("**Reseller**"), Customer's use of the Software will be governed by this Agreement, subject to Section 17.16 (Reseller Orders) below.

By indicating your acceptance of this Agreement or accessing or using the Software, you are agreeing to be bound by the terms and conditions of this Agreement. Each party expressly agrees that this Agreement is legally binding upon it.

1. **Overview**. Dataiku's Software is designed to enable Customer to design, build, deploy and manage Customer's machine learning models and other data products through a single platform.

2. **The Software**.

2.1. Permitted Use. Subject to this Agreement, Dataiku grants Customer a non-transferable, non-sublicensable, non-exclusive license during the Subscription Term to install, copy and use the Software (including through APIs) on systems under Customer's control only for its internal business purposes (including deployment of Customer created models or other data products) in accordance with the Documentation and the Scope of Use.

2.2. Users. Only Users may access or use the Software. Each User must keep its Credentials confidential and not share them with anyone else. Customer is responsible for its Users' compliance with this Agreement and actions taken through their Credentials. Customer will promptly notify Dataiku if it becomes aware of any compromise of its Credentials.

2.3. Restrictions. As conditions on Customer's license rights, Customer will not (and will not permit anyone else to) do any of the following: (a) provide access to, distribute, sell or sublicense the Software to a third party, (b) use the Software on behalf of, or to provide any product or service to, third parties, (c) use the Software to develop a similar or competing product or service, (d) reverse engineer, decompile or disassemble the Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software, except to the extent expressly permitted by Law (and then only with prior notice to Dataiku), (e) modify or create derivative works of the Software, (f) remove or obscure any product identification or proprietary notices in the Software or (g) publish benchmarks or performance information about the Software.

3. **Support**. During the Subscription Term, Dataiku will provide Support in accordance with the Support Policy.

4. **Third-Party Platforms and Plugins**.

4.1. Use of Third-Party Platforms. Customer may choose to use the Software with Third-Party Platforms. Use of Third-Party Platforms is subject to Customer's agreement with the relevant provider and not this Agreement, and may enable data exchange between the Software and Third-Party Platforms. Dataiku does not control and has no liability for Third-Party Platforms, including their security, functionality, operation, availability or interoperability or how the Third-Party Platforms use data received from the Software.

4.2. Use of Plugins. Customer may choose to use Plugins with the Software. Use of Plugins is optional and governed by the license terms posted for such Plugin (and not this Agreement).

5. **Technical Services**. Any purchased Technical Services are as described in the relevant Order. Customer will give Dataiku timely access to Customer Materials reasonably needed for the Technical Services, and if Customer fails to do so, Dataiku's obligation to provide Technical Services will be excused until access is provided. Dataiku will use Customer Materials only for purposes of providing Technical Services. If Dataiku provides Customer with deliverables as part of Technical Services, Customer may use the deliverables only as part of its authorized use of the Software, subject to the same terms as for the Software in Section 2 (The Software).

6. **High Risk Activities**. Customer agrees that it will not use the Software for, and Dataiku has no liability with respect to, High Risk Activities.

7. **Commercial Terms**.

7.1. Fees and Taxes. Fees are described in an Order. Dataiku may issue invoices for fees for the initial Subscription Term, renewal Subscription Term or Technical Services, at any time after the Subscription Start Date. Customer will reimburse Dataiku for reasonable travel and lodging expenses it incurs in providing Technical Services. Unless otherwise agreed, fees are invoiced in advance and reimbursable

expenses are invoiced in arrears and are due within 30 days of the invoice date. If Dataiku incurs any expenses related to Customer's mandatory invoicing platforms, Customer shall reimburse Dataiku for such expenses, to be invoiced in arrears. Late payments are subject to a service charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. Unless otherwise agreed, fees for renewal Subscription Terms are at Dataiku's then-current rates, regardless of any discounted pricing in a prior Order. All fees and expenses are non-cancellable and non-refundable except as set out in Section 8.2 (Warranty Remedy) and Section 13.4 (Mitigation and Exceptions). Customer is responsible for any sales, use, GST, value-added, withholding or similar taxes or levies that apply to its Orders, whether domestic or foreign ("**Taxes**"), other than Dataiku's income tax. Fees and expenses are exclusive of Taxes.

7.2. Delivery. The Software, including any Credentials, will be delivered by electronic means unless otherwise specified on the applicable Order.

7.3. Affiliate Orders. An Affiliate of Customer may enter its own Order(s) as mutually agreed with Dataiku. This creates a separate agreement between the Affiliate and Dataiku incorporating this Agreement with the Affiliate treated as "Customer". Notwithstanding Section 17.2 (Dataiku Contracting Entity, Governing Law), Dataiku may specify a different Dataiku Contracting Entity and region-specific terms may also apply. Neither Customer nor any Customer Affiliate has any rights under each other's agreement with Dataiku, and breach or termination of any such agreement is not breach or termination under any other.

7.4. Payment Disputes. Customer must notify Dataiku in writing of any good-faith invoice dispute within 30 days of the applicable invoice date and reasonably cooperate with Dataiku in resolving the dispute. If the parties are unable to resolve a dispute within 10 days of Customer's notice, each party will have the right to seek any remedies it may have under this Agreement, at law or in equity, notwithstanding anything to the contrary herein. Any undisputed amounts must be paid in full in accordance with this Section 7.

8. Warranties and Disclaimers.

8.1. Limited Warranty. Dataiku warrants to Customer that:

(a) the Software will perform materially as described in the Documentation during the Subscription Term (the "**Performance Warranty**");

(b) Dataiku will perform any Technical Services in a professional and workmanlike manner (the "**Technical Services Warranty**"); and

(c) Dataiku will use industry standard measures designed to ensure that the Software (as provided by Dataiku) does not contain viruses, malware or similar harmful code (the "**Viruses Warranty**").

8.2. Warranty Remedy. If Dataiku breaches Sections 8.1(a) or (b) (Limited Warranty) and Customer makes a reasonably detailed warranty claim within 30 days of discovering the issue with respect to the Software or of receipt of the applicable Technical Services, then Dataiku will use reasonable efforts to correct or provide a work-around for the non-conformity. If Dataiku cannot do so within a reasonable period after Customer's warranty claim, either party may terminate the affected Order as relates to the non-conforming Software or Technical Services. Dataiku will then refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term or for the non-conforming Technical Services. These procedures are Customer's exclusive remedy and Dataiku's entire liability for breach of the warranties in Sections 8.1(a) and (b). These warranties do not apply to (a) issues caused by misuse of, unauthorized modifications to or unsupported versions of the Software, (b) issues in or caused by Plugins, Third-Party Platforms or other third-party products, services or systems, or (c) Trials and Betas or other free or evaluation use.

8.3. Disclaimers. **Except as expressly provided in Section 8.1 (Limited Warranty), the Software, Support, Technical Services and all related Dataiku services are provided "AS IS"**. **Dataiku and its suppliers make no other warranties, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, title or noninfringement**. **Without limiting its express obligations in Section 3 (Support), Dataiku does not warrant that Customer's use of the Software will be uninterrupted or error-free or that any security mechanisms implemented by the Software will not have inherent limitations. Dataiku is not liable for delays, failures or problems inherent in Customer's systems or infrastructure or any inability, error or fault on the part of Customer in the installation or operation of the Software. Dataiku does not make any warranties with respect to Customer data or the results of any use of the Software, including any Customer models or other data products or output of the Software. Customer may have other statutory rights, but any statutorily required warranties will be limited to the shortest legally permitted period**.

9. Term and Termination.

9.1. Term. This Agreement starts on the Effective Date and continues until expiration or termination of all Subscription Terms. Unless otherwise agreed, each Subscription Term will last for an initial 12-month period. Each Subscription Term will renew for successive periods (with the same length, usage limits, and fees) unless (a) the parties agree on a different renewal Order or (b) either party notifies the other of non-renewal at least 30 days prior to the end of the current Subscription Term.

9.2. Termination. Either party may terminate this Agreement (including all Orders) if the other party (a) fails to cure a material breach of this Agreement (including a failure to pay fees) within 30 days after notice, (b) ceases operation without a successor or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days.

9.3. Effect of Termination. Upon expiration or termination of this Agreement or an Order, Customer's license to the Software and access to Support and Technical Services will cease, and Customer must immediately cease using the Software and delete (or, upon request, return) all copies of the Software. At the disclosing party's request upon expiration or termination of this Agreement, the receiving party will delete all of the disclosing party's Confidential Information. Confidential Information may be retained in the receiving party's standard backups after deletion but will remain subject to this Agreement's confidentiality restrictions.

9.4. Survival. These Sections survive expiration or termination of this Agreement: 2.3 (Restrictions), 7.1 (Fees and Taxes), 7.4 (Payment Disputes) (if applicable), 8.3 (Disclaimers), 9.3 (Effect of Termination), 9.4 (Survival), 10 (Ownership), 11 (Usage Data), 12 (Limitations of Liability), 13 (Indemnification), 14 (Confidentiality), 17 (General Terms) and 18 (Definitions). Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

10. Ownership. Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for Dataiku's use rights in this Agreement, between the parties Customer retains all intellectual property and other rights in any Customer Materials provided to Dataiku. Except for Customer's license rights in this Agreement, Dataiku and its licensors retain all intellectual property and other rights in the Software, any Technical Services deliverables and related Dataiku technology, templates, formats and dashboards, including any modifications or improvements to these items made by Dataiku. If Customer provides Dataiku with feedback or suggestions regarding the Software or other Dataiku offerings, Dataiku may use the feedback or suggestions without restriction or obligation.

11. Usage Data. The Software may collect, and transmit to Dataiku, Usage Data. Dataiku may use Usage Data internally to operate, improve and support the Software as further described in the Privacy Policy.

12. Limitations of Liability.

12.1. Consequential Damages Waiver. **Except for Excluded Claims, neither party (nor its suppliers) will have any liability arising out of or related to this Agreement for any loss of use, lost data, lost profits, failure of security mechanisms, interruption of business or any indirect, special, incidental, reliance or consequential damages of any kind, even if informed of their possibility in advance**.

12.2. Liability Cap. **Except for Excluded Claims, each party's (and its suppliers') entire liability arising out of or related to this Agreement will not exceed in aggregate the amounts paid or payable by Customer to Dataiku during the prior 12 months under this Agreement**.

12.3. Excluded Claims. "**Excluded Claims**" means: (a) Customer's breach of Section 2.3 (Restrictions), (b) either party's breach of Section 14 (Confidentiality) or (c) amounts payable to third parties under the indemnifying party's obligations in Section 13 (Indemnification).

12.4. Nature of Claims and Failure of Essential Purpose. The waivers and limitations in this Section 12 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

13. Indemnification.

13.1. Indemnification by Dataiku. Dataiku will defend Customer from and against any third-party claim to the extent alleging that the Software, when used by Customer as authorized in this Agreement, infringes a third party's patent, copyright, trademark or trade secret, and will indemnify and hold harmless Customer against any damages or costs awarded against Customer (including reasonable attorneys' fees) or agreed in settlement by Dataiku resulting from the claim.

13.2. Indemnification by Customer. Customer will defend Dataiku from and against any third-party claim to the extent arising out of or relating to Customer Materials or the results of any Customer use of the Software, including any Customer models or other data products or output of the Software, and will indemnify and hold harmless Dataiku against any damages or costs awarded against Dataiku (including reasonable attorneys' fees) or agreed in settlement by Customer resulting from the claim.

13.3. Procedures. The indemnifying party's obligations in this Section 13 are subject to receiving (a) prompt notice of the claim, (b) the exclusive right to control and direct the investigation, defense and settlement of the claim and (c) all reasonably necessary cooperation of the indemnified party, at the indemnifying party's expense for reasonable out-of-pocket costs. The indemnifying party may not settle any claim without the indemnified party's prior consent if settlement would require the indemnified party to admit fault or take or refrain from taking any action (other than relating to use of the Software, when Dataiku is the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

13.4. Mitigation and Exceptions. In response to an actual or potential infringement claim, if required by settlement or injunction or as Dataiku determines necessary to avoid material liability, Dataiku may at its option: (a) procure rights for Customer's continued use of the Software, (b) replace or modify the allegedly infringing portion of the Software to avoid infringement without reducing the Software's overall functionality or (c) terminate the affected Order and refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term. Dataiku's obligations in this Section 13 do not apply (1) to infringement claims to the extent resulting from (a) Customer's modification of the Software or use of the Software in combination with items not specified in the Documentation, (b) any unsupported release of the Software, (c) any Plugins or Third Party Platforms, or (d) unauthorized use of the Software; or (2) if Customer settles or makes any admissions about a claim without Dataiku's prior consent. **This Section 13 sets out Customer's exclusive remedy and Dataiku's entire liability regarding infringement of third-party intellectual property rights**.

14. Confidentiality.

14.1. Definition. "**Confidential Information**" means information disclosed to the receiving party under this Agreement that is designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Dataiku's Confidential Information includes the terms and conditions of this Agreement (including pricing information), the Software and any technical or performance information about the Software.

14.2. Obligations. As receiving party, each party will (a) hold Confidential Information in confidence and not disclose it to third parties except as permitted in this Agreement and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. The receiving party may disclose Confidential Information to its employees, agents, contractors and other representatives

having a legitimate need to know (including, for Dataiku, the subcontractors referenced in Section 17.9), provided it remains responsible for their compliance with this Section 14 and they are bound to confidentiality obligations no less protective than this Section 14.

14.3. Exclusions. These confidentiality obligations do not apply to information that the receiving party can document (a) is or becomes public knowledge through no fault of the receiving party, (b) it rightfully knew or possessed prior to receipt under this Agreement, (c) it rightfully received from a third party without breach of confidentiality obligations or (d) it independently developed without using the disclosing party's Confidential Information. The receiving party may disclose Confidential Information if required by Law, subpoena or court order, provided (if permitted by Law) it notifies the disclosing party in advance and cooperates in any effort to obtain confidential treatment.

14.4. Remedies. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 14.

15. Trials and Betas. If Customer receives access to the Software or Software features on a free or trial basis or as an alpha, beta or early access offering ("**Trials and Betas**"), use is permitted only for Customer's internal evaluation during the period designated by Dataiku (or if not designated, 30 days). Trials and Betas are optional and either party may terminate Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete or include features that Dataiku may never release, and their features and performance information are Dataiku's Confidential Information. **Notwithstanding anything else in this Agreement, Dataiku provides no warranty, indemnity or support for Trials and Betas and its liability for Trials and Betas will not exceed US $500**.

16. Modifications.

16.1. Modifications to Agreement. Dataiku may modify this Agreement from time to time with notice to Customer. Modifications take effect at the earlier of Customer's next Subscription Term or Order. Once the modified Agreement takes effect Customer's continued use of the Software constitutes its acceptance of the modifications. Dataiku may require Customer to click to accept the modified Agreement.

16.2. Modifications to Support Policy. The Support Policy is not subject to Section 16.1 (Modifications to Agreement). With notice to Customer, Dataiku may modify the Support Policy to reflect new features or changing practices, but the modifications will not materially decrease Dataiku's overall obligations during a Subscription Term.

17. General Terms.

17.1. Assignment. Neither party may assign this Agreement without the prior consent of the other party, except that either party may assign this Agreement to an Affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all its assets or voting securities. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

17.2. Dataiku Contracting Entity, Governing Law. The Dataiku Contracting Entity, the governing law in any action related to this Agreement and which courts have jurisdiction over any such action, depend on Customer's Account Country. This Agreement is governed by the applicable governing law indicated below without regard to conflicts of laws provisions and without regard to the United Nations Convention on the International Sale of Goods. Both parties submit to the personal jurisdiction of the applicable courts indicated below.

Account Country	Dataiku Contracting Entity	Governing Law	Jurisdiction and Venue
US, Central America and South America	Dataiku SAS	New York	State and U.S. federal courts in New York, NY
France and Continental Europe (excluding Netherlands and Germany)	Dataiku SAS	France	Courts of Paris
UK, Ireland and Northern Europe	Dataiku Ltd	England and Wales	Courts of England and Wales
Netherlands	Dataiku B.V.	England and Wales	Courts of England and Wales
Germany	Dataiku GmbH	Germany	Courts of Hamburg
Canada	Dataiku Canada Ltd	Ontario and the federal laws of Canada applicable therein	Provincial and federal courts in Toronto, Ontario
APAC (excluding Japan, Australia and New Zealand)	Dataiku Pte Ltd	England and Wales	Courts of England and Wales
Australia and New Zealand	Dataiku Pty Ltd	New South Wales	State courts of New South Wales and the Federal Court of Australia
Japan	Dataiku Japan K.K.	England and Wales	Courts of England and Wales
Middle East	Dataiku AI FZ-LLC	England and Wales	Dubai International Financial Centre (DIFC) Courts

17.3. Attorneys' Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

17.4. Notices. Except as set out in this Agreement, any notice or consent under this Agreement must be in writing and will be deemed given: (a) upon receipt if by personal delivery, (b) upon receipt if by certified or registered U.S. mail (return receipt requested) or (c) one day after dispatch if by a commercial overnight delivery service. If to Dataiku, notice must be sent to the address below for the applicable Dataiku Contracting Entity (with a copy to legal@dataiku.com). If to Customer, Dataiku may provide notice to the address Customer provided at registration or in the first Order. Either party may update its address with notice to the other party. Dataiku may also send operational notices to Customer by email.

Dataiku Contracting Entity	**Notice Address**
Dataiku SAS	*If Customer's Account Country is France; or Continental Europe (excluding Netherlands and Germany):* 201-203 rue de Bercy 75012 Paris, France *If Customer's Account Country is US, Central America or South America:* 902 Broadway New York, NY 10010
Dataiku Ltd	6 Devonshire Square Office Number 06-101 London, England, EC2M 4YE
Dataiku B.V.	6 Devonshire Square Office Number 06-101 London, England, EC2M 4YE
Dataiku GmbH	201-203 rue de Bercy 75012 Paris, France
Dataiku Inc.	902 Broadway New York, NY 10010
Dataiku Canada Ltd	902 Broadway New York, NY 10010
Dataiku Pte Ltd	8 Wilkie Road, #03-01 Wilkie Edge, Singapore (228095)
Dataiku Pty Ltd	Level 12 60 Castlereagh Street Sydney NSW 2000
Dataiku Japan K.K.	1F The Iceberg, WeWork 6-12-18, Jingumae, Shibuya Tokyo 150-0001, Japan
Dataiku AI FZ-LLC	Premises No. 220 and 221 Second floor, Building 9 Dubai Internet City Dubai, UAE

17.5. Entire Agreement. This Agreement (which includes all Orders, the Support Policy and the Local Law Addendum) is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. This Agreement may be executed in counterparts (including electronic copies and PDFs), each of which is deemed an original and which together form one and the same agreement.

17.6. Amendments. Except as otherwise provided herein, any amendments, modifications or supplements to this Agreement must be in writing and signed by each party's authorized representatives or, as appropriate, agreed through electronic means provided by Dataiku. The terms in any Customer purchase order or business form will not amend or modify this Agreement and are expressly rejected by Dataiku; any of these Customer documents are for administrative purposes only and have no legal effect.

17.7. Waivers and Severability. Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.

17.8. Force Majeure. Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, Internet or utility failures, refusal of government license, pandemic or natural disaster.

17.9. Subcontractors. Dataiku may use subcontractors and permit them to exercise Dataiku's rights, but Dataiku remains responsible for their compliance with this Agreement and for its overall performance under this Agreement.

17.10. Independent Contractors. The parties are independent contractors, not agents, partners or joint venturers.

17.11. Export. Customer acknowledges that the Software is subject to export restrictions by the United States government and import restrictions by certain foreign governments. Customer will not and will not allow any third party to remove or export from the United States or allow the export or re-export of any part of the Software or any direct product thereof (a) into (or to a national or resident of) any embargoed or terrorist-supporting country, (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals, (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Customer agrees to the foregoing and warrants that it is not located in, under the control of or a national or resident of any such prohibited country or on any such prohibited party list. The Software is further restricted from being used for the design or development of nuclear, chemical or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government.

17.12. Open Source. The Software may incorporate third-party open source software ("**OSS**"), as listed at https://doc.dataiku.com/dss/latest/thirdparty.html. To the extent required by the OSS license, that license will apply to the OSS on a stand-alone basis instead of this Agreement.

17.13. Government End-Users. The Software is commercial computer software. If the user or licensee of the Software is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software or any related documentation of any kind, including technical data and manuals, is restricted by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Software was developed fully at private expense. All other use is prohibited.

17.14. License Verification. Within 30 days of Dataiku's written request, Customer will certify in a writing signed by a senior compliance officer of Customer that its use of the Software is in full compliance with the terms of this Agreement, including the applicable Scope of Use. If Customer exceeds the Scope of Use, Customer will pay Dataiku for its past and ongoing excess use at the rates set forth in the applicable Order.

17.15. Local Law Addendum. Customer agrees to the terms set forth in the Local Law Addendum applicable to Customer's Account Country, if any. In the event of a conflict with the terms of the main body of this Agreement, the terms of the Local Law Addendum will control.

17.16. Reseller Orders. This Section applies if the Software is purchased by Customer through an authorized Reseller.

(a) Commercial Terms. Instead of paying Dataiku, Customer will pay applicable amounts to the Reseller as agreed between Customer and the Reseller. Customer's order details (e.g., Scope of Use and fees) will be as stated in the Order placed by the Reseller with Dataiku on Customer's behalf. The Reseller is responsible for the accuracy of such Order. Dataiku may terminate Customer's rights to use the Software if it does not receive the corresponding payment from the Reseller. If Customer is entitled to a refund under this Agreement, Dataiku will refund any applicable fees to the Reseller and the Reseller will be solely responsible for refunding the appropriate amounts to Customer, unless otherwise specified.

(b) Relationship with Dataiku. This Agreement is directly between Dataiku and Customer and governs all use of the Software by Customer. Resellers are not authorized to modify this Agreement or make any promises or commitments on Dataiku's behalf, and Dataiku is not bound by any obligations to Customer other than as set forth in this Agreement. Dataiku is not party to (or responsible under) any separate agreement between Customer and the Reseller and is not responsible for the Reseller's acts, omissions, products or services. The amount paid or payable by the Reseller to Dataiku for Customer's use of the applicable Software under this Agreement will be deemed the amount paid or payable by Customer to Dataiku under this Agreement for purposes of Section 12 (Limitations of Liability).

18. Definitions.

"**Account Country**" means the country associated with Customer's account. If Customer has provided a valid tax registration number for its account, then Customer's Account Country is the country associated with its tax registration. Otherwise, Customer's Account Country is the country where its billing address is located.

"**Affiliate**" means an entity that directly or indirectly owns or controls, is owned or controlled by or is under common ownership or control with a party, where "ownership" means the beneficial ownership of fifty percent (50%) or more of an entity's voting equity securities or other equivalent voting interests and "control" means the power to direct the management or affairs of an entity.

"**APIs**" means any application programming interfaces to the Software specified for Customer's use in the Documentation or Order.

"**Credentials**" means user login name, passwords, accounts, license keys or other Software access mechanisms provided by Dataiku.

"**Customer Materials**" means materials, systems and other resources that Customer provides to Dataiku in connection with Technical Services.

"**Documentation**" means Dataiku's usage guidelines and standard technical documentation for the Software, the current version of which is at https://doc.dataiku.com/dss/latest/.

"**High Risk Activities**" means activities where use or failure of the Software could lead to death, personal injury or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles or air traffic control.

"**Laws**" means all relevant local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications and export of technical or personal data.

"**Local Law Addendum**" means the Local Law Addendum, the current version of which is at https://dataiku.com/legal/master-license-agreement.

"**Named User**" means Users identified by Customer individually by name, are registered Users and are distinct from concurrent Users. Named Users may only be substituted by Customer (i) once per calendar year or (ii) when an individual Named User leaves the employ of Customer or their role or responsibilities are changed. Additional substitutions require Dataiku's consent, which shall not be unreasonably withheld. Counts refer to the number of Named Users and not concurrent users.

"**Order**" means an order for access to the Software, Support, Technical Services or related Dataiku services referencing this Agreement that is executed by the parties or that Customer completes through a Dataiku-provided online order flow.

"**Plugins**" means software, scripts or other code made available on Dataiku's Plugin website or otherwise in connection with the Software that may be deployed by Customer to extend Software functionality, including to enable an integration between the Software and a Third-Party Platform.

"**Scope of Use**" means Customer's authorized scope of use for the Software specified in the applicable Order, which may include any user, copy, instance or other restrictions.

"**Software**" means the object code form of Dataiku's proprietary installed software product, as identified in the relevant Order. The Software includes the Documentation and any Updates, but does not include Technical Services deliverables, Third-Party Platforms or Plugins.

"**Subscription Term**" means the term for Customer's use of the Software as identified in an Order.

"**Subscription Start Date**" means the initial start date of the Subscription Term as identified in an Order.

"**Support**" means the support services for the Software as described in the Support Policy. For clarity, Support is not applicable for Plugins.

"**Support Policy**" means the Dataiku Support Policy, the current version of which is at https://downloads.dataiku.com/publicdocs/Dataiku_Support_Policy.pdf.

"**Technical Services**" means any training, enablement, consulting or other technical services provided by Dataiku related to the Software, as identified in an Order.

"**Third-Party Platform**" means any platform, add-on, service or product not provided by Dataiku that Customer elects to integrate or enable for use with the Software.

"**Updates**" has the meaning given in the Support Policy.

"**Usage Data**" means Dataiku's technical data and learnings about Customer's use of the Software.

"**User**" means any employee or contractor of Customer or its Affiliates that Customer allows to use the Software on its behalf.