



KEBOOLA DATA SERVICES, INC.
MASTER SERVICES AGREEMENT

This Master Services Agreement (the "**Agreement**") is dated and entered into as of _____, 2014

BETWEEN:

KEBOOLA DATA SERVICES, INC. doing business as Keboola and Keboola.com, a company formed pursuant to the laws of British Columbia, Canada having a business office located at Suite 210, 1461 Johnston Road, White Rock, B.C. V4B 3Z4 Canada. ("Keboola")

AND:

_____ having a business office located at _____
(Client")

WHEREAS:

- A. Keboola provides data extraction, storage, transformation and analyses services, as well as business intelligence, data analytics, reporting and training services; and
- B. Client desires to procure Keboola's services and Keboola wishes to provide services to Client pursuant to the terms, conditions and in reliance on the warranties and representations set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth below, including those outlined on the attached Schedules (which are incorporated into this Agreement by this reference), the adequacy of which consideration is hereby accepted and acknowledged, the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 "*Affiliate*" means an entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with Keboola. As used herein, "control" means the power to direct the management or affairs of an entity, and "ownership" means the beneficial ownership of fifty percent (50%) or more of the voting equity securities or other equivalent voting interests of the entity.

1.2 "*Client Data*" refers to Client data in electronic form input collected, developed, received, used, or stored in connection with the provision of the Services.

1.3 "*Effective Date*" refers to the date of this Agreement.

1.4 "*Intellectual Property Rights*" means any and all right, title and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of privacy, publicity and similar rights of any type, including any applications, continuations, or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory, or judicial authority.

1.5 "*Keboola Academy*" or "*KBA*" means Keboola's Internet-based data reporting and analyses subscription based training service including all materials related thereto all as further set out in Schedule 3-C.

1.6 "*Keboola Connection*" or "*KBC*" means Keboola's data extraction, storage, transformation and analyses

Internet-based software as a service further described in Schedule 3-A.

1.7 “*Personal Information*” means any and all information regarding the customers, prospective customers or employees (referred to herein as “Individuals”) of Client or customers belonging to users of its service, prospective customers or employees of Client’s customers or its affiliates, including without limitation, the accounts, account numbers, names, addresses, social security numbers or any other personally identifiable information about such Individuals, or any information derived therefrom.

1.8 “*PIPEDA*” means the Canada Personal Information Protection and Electronic Documents Act (S.C. 2000, c. 5), as amended.

1.9 “*Pre-Existing Intellectual Property*” means any code, libraries, programs, software, documentation, content or other Intellectual Property Right of any type which was developed by Keboola prior to rendering any Services under this Agreement but excluding Client Data.

1.10 “*Reports*” means any business intelligence or data analytics reports in whatever format and whatever type including written, audio or visual material (including but not limited to, any content, print, images, photos, or digital media), documentation or other material provided by Keboola to Client pursuant to this Agreement which are made, conceived of, developed or first reduced to practice by Keboola or its Affiliate (including any employees, agents or subcontractors of either), alone or jointly with others, in connection with performing the Services.

1.11 “*Third Party Materials*” means any code, libraries, programs, software, documentation, content or other intellectual property of any type, whether freely available to third parties or not, which was developed by a third party and for which Keboola has a license or right (including rights under digital commons) to use such property in connection with rendering the Services under this Agreement.

1.12 All references to currency amounts shall be in United States Dollars unless otherwise stated in an Order Form.

1.13 The use of headings is for convenience and reference only and shall not affect the construction or interpretation of this Agreement.

2. SERVICE

2.1 Subject to the terms and conditions of this Agreement, In exchange for the fees described in the Order Form attached hereto as Schedule 1, Keboola or its Affiliates shall provide Client with those services selected in the Order Form and further described, qualified, limited and disclaimed in the attached applicable Services Schedule(s) (“**Services**”). The parties may execute one or more Order Form referencing this Agreement (“**Order Form**”) governing provision of the Services.

2.2 Keboola shall deliver and perform Services in a prompt manner and provide Services by delivery dates specified in applicable Order Form(s). At the direction of Client, Keboola shall provide Services directly to Client or to customers of Client on Client’s behalf. The parties may execute additional Order Forms describing Services, which will become part of this Agreement.

3. PAYMENT

3.1 In exchange for Keboola’s obligations under this Agreement, Client shall pay Keboola the fees set forth in the applicable Order Form (the “**Fees**”). All payments are due in U.S. Dollars, unless otherwise specified in the Order Form, within thirty (30) days of Client’s receipt of an undisputed invoice. Client

shall reimburse Keboola for any expenses specified as recoverable expenses in the applicable Order Form. Fees under an Order Form are subject to change if Client requires Keboola to modify Services according to Client requested changes to specifications or features of Services.

4. SUBCONTRACTORS

4.1 Keboola reserves the right to subcontract any element of the Services to its Affiliates or an individual engaged by Keboola or its Affiliate to work on an element of the Service without the prior consent of Client. To the extent any such subcontractors are so engaged by Keboola, Keboola shall (i) remain directly responsible to Client for the acts or omissions of each subcontractor; and (ii) ensure that each subcontractor is bound in writing to terms equally as protective of Client as the terms and conditions of this Agreement (including, without limitation, as may be necessary to secure any rights from any such subcontractor for purposes of Section 6 (Ownership of Reports)).

5. REPRESENTATIONS AND WARRANTIES

5.1 Keboola hereby represents and warrants to Client that:

- a. Standard of Performance. Keboola shall perform the Services in a timely, professional and workmanlike manner and with a degree of quality equal to or higher than applicable industry standards for similar services. In addition, all Services and each work provided in connection with the Services (“**Deliverable**”) shall conform in material respects with the description set forth in the Order Form.
- b. Intellectual Property Rights. The KBC software, each Report and Keboola Academy, including respective constituent elements of each, is and will be an original work of Keboola, except for any Third Party Materials and Pre-Existing Intellectual Property incorporated therein, as approved hereunder and neither will (i) infringe the Intellectual Property Rights of any third party; or (ii) be subject to any restrictions or to any mortgages, liens, pledges, security interests, encumbrances or encroachments. Keboola has and will have all necessary rights to grant the licenses and make the assignments set forth in this Agreement.

5.2 Each party represents and warrants to the other party as follows:

- a. Compliance with Laws. Each party shall ensure that performance of its obligations under this Agreement is in compliance at all times with all applicable foreign, federal, state and local statutes, orders and regulations.
- b. Harmful Code. Each party warrants to the other that the any media used to facilitate the provision of Services shall contain no viruses or other computer instructions or technological means intended to disrupt, damage, or interfere with the use of computers or related systems.
- c. Due Authority. Each party warrants to the other that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

5.3 Limited Warranty. Except for the express warranties specified in this section 5, the Services are provided “as is” and as available, and Keboola makes no warranties, either express or implied, including without limitation any implied warranties of merchantability, or fitness for a particular purpose. Without limiting the generality of the foregoing: (i) Keboola does not warrant that the Services will be performed without error or omissions or immaterial interruption; and (ii) Keboola provides no warranty regarding, and will have no responsibility for, any claim arising out of: (a) a modification of the Services made by anyone other than Keboola unless authorized by Keboola in which case modifications shall be carried out exactly according to Keboola’s instructions; (b) use of the Services in combination with any operating system, hardware or software forbidden by Keboola in this Agreement or an Order Form; or (c) any service interruptions, including, without limitation, power outages, system failures or other interruptions beyond the control of Keboola.

6. OWNERSHIP OF DELIVERABLES

6.1 Usage Rights, Licenses, Assignments. Keboola either grants usage rights to Client, licenses to Client, or assigns intellectual property rights in particular Deliverables to Client, subject to reservations, restrictions, limitations, and other terms and conditions set out in each of the attached Service Schedules 3-A, 3-B or 3-C as relates to the particular service governed by that Schedule.

7. DATA MANAGEMENT

7.1 Data Usage by Keboola. Client hereby grants Keboola a worldwide, limited, revocable, full paid license to use the Client Data during the term, subject to the terms and conditions of this Agreement and subject to the following further restrictions: Client Data may not be (a) used by Keboola other than in connection with providing the Services; (b) disclosed, sold, assigned, leased, or otherwise provided to third parties without the expressed prior written consent of Client; (c) commercially (or otherwise) exploited by or on behalf of Keboola, or any vendor of Keboola other than in connection with providing the Services.

7.2 Data Ownership. Keboola agrees that all Client Data is the exclusive property of Client and/or users of Client services and Keboola hereby waives any interest, title, lien, or right to any such Client Data (except for the license granted in section 7.1 above). Client possesses and retains all right, title, and interest in and to Client Data, and Keboola's use and possession thereof is solely as Client's service provider.

7.3 Data Security. Keboola shall manage Client Data in accordance with data management and security standards set out in Schedule 2 attached hereto.

7.4 Access, Use, & Legal Compulsion. Unless it receives Client's prior written consent, Keboola: (i) will not access or use Client data other than as necessary to facilitate the Services; and (ii) will not give any third party access to Client Data. Notwithstanding the foregoing, Keboola may disclose Client Data as required by applicable law or by proper legal or governmental authority. Keboola will give Client prompt notice of any such legal or governmental demand and reasonably cooperate with Client in any effort to seek a protective order or otherwise to contest such required disclosure at Client's sole expense.

7.5 Security of Personal Information. Notwithstanding anything to the contrary contained in this Agreement and in addition to and not in lieu of any other provisions in this Agreement regarding confidentiality and data security the following shall apply:

a. Permitted Use of Personal Information. Keboola will only use and will cause all Keboola employees, agents, subcontractors and representatives to only use Personal Information for purposes of performing the Services. Keboola shall follow Client instructions when processing Client Data and will not use Client Data other than as authorized by this Agreement.

b. Safeguarding Personal Information. Keboola agrees to take commercially reasonable efforts to:

i. Implement appropriate measures designed to ensure the security and confidentiality of Personal Information including implementing commercially reasonable technical and organizational safety measures to prevent accidental or wrongful destruction, loss or deterioration of Client Data;

ii. Protect Personal Information against any anticipated threats or hazards to the security or integrity of such information;

iii. Protect against unauthorized access to or use of Personal Information that could result in substantial harm or inconvenience to any Individual;

iv. Cause all Keboola agents, representatives, subcontractors, or any other party to whom Keboola may provide access to or to whom Keboola may disclose Personal Information to implement appropriate measures designed to meet the objectives set forth in this section

7.5; and

v. Immediately notify Client in writing in the event of any unauthorized disclosure of or access to Personal Information, or security breach thereof upon learning of same (such as through loss, or theft of computers, theft of Client Data, or system security failure).

7.6 Confidentiality and Ownership Agreements. All Keboola employees and consultants performing work relating to the provision of the Services shall execute a confidentiality agreement which is materially the same in substance as the confidentiality agreements entered into between the parties in this Agreement.

7.7 Retention & Deletion. Keboola may retain any Client Data in its possession until Erased (as defined below) to the extent such Client Data is part of a data archive created by Keboola in connection with Keboola's standard document retention procedures carried out in connection with provision of Services. Subject to the foregoing, if retaining Client Data, Keboola may Erase all copies of Client Data: (i) ninety (90) days after collection thereof; (ii) after Client's written request; or (iii) no sooner than thirty (30) business days after termination of this Agreement, after which Keboola shall have no obligation to maintain or provide Client with copies of Client Data. "Erase" refers to the destruction of data so that no copy of the data remains or can be accessed or restored in any way.

7.8 Compliance with Law & Policy. Keboola will comply with all applicable laws and regulations governing the handling of Client Data including without limitation the PIPEDA.

7.9 Leaks. Keboola will promptly notify Client of any actual or potential exposure or misappropriation of Client Data (any "Leak") that comes to Keboola's attention. Keboola will cooperate with Client and with law enforcement authorities in investigating any such Leak, at Keboola's expense, except to the extent that the Leak was caused by Client. Keboola will likewise cooperate with Client and with law enforcement agencies in any effort to notify injured or potentially injured parties except to the extent that Client caused the Leak.

7.10 Injunction. Keboola agrees that violation of the provisions of this Section 7 might cause Client irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Client will be entitled to injunctive relief against such breach or threatened breach on proving actual or potential damage.

8. TERM AND TERMINATION

8.1 This Agreement remains in effect until terminated in accordance with this Section 8. Either party may terminate this Agreement if the other party: (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days thereafter). In addition, either party may terminate this Agreement at any time when there is no Order Form in effect upon ten (10) days advance written notice to the other party. Notwithstanding anything to the contrary, Client may terminate this Agreement, including any and all Order Forms, for convenience at any time upon thirty (30) days advance written notice to Keboola. Any obligation of Client to pay fees due and owing pursuant to this Agreement and any applicable Order Form shall survive termination of this Agreement or applicable Order Form. Sections 5 (Representations and Warranties), 6 (Ownership of Deliverables), 7 (Data Management), 9 (Independent Contractor), 11 (Limitation of Liability), 12 (Confidential Information), 13 (Access to Client Systems), 14 (Indemnification), 15 (General) and the provisions of this Section 8 will survive any expiration or termination of this Agreement or any Order Form. Termination of this Agreement shall automatically terminate all Order Form's outstanding as at the time of Termination. Termination of an Order Form shall not serve to terminate this Agreement.

9. INDEPENDENT CONTRACTOR

9.1 Keboola shall be solely responsible and liable for any employment-related taxes, insurance premiums or other employment benefits respecting Keboola's employees. Neither Keboola nor any of Keboola's employees, agents or subcontractors shall be eligible for any benefits (including, without limitation, stock options, health insurance or retirement benefits) normally provided by Client to its employees. Keboola shall perform services on behalf of Client in the capacity of independent contractor, and not as an employee, partner, agent or joint venture partner. Neither party shall be responsible for the payment of any duties or taxes imposed on the income or profits of the other party. Except to the limited extent Client is authorized to act as agent and attorney-in-fact for Keboola the purposes of perfecting certain

Intellectual Property Rights claims as further set out in Schedule 3-B, neither party shall make any commitment, by contract or otherwise, binding upon the other or represent that it has any authority to do so.

10. INSURANCE

10.1 Keboola is solely responsible for maintaining such adequate health, automobile, workers' compensation, unemployment compensation, disability, liability, and any other type of insurance required by law or as is common practice in Keboola's business. Upon request, Keboola shall provide Client with certificates of insurance or evidence of coverage before commencing performance under this Agreement. Keboola shall provide adequate coverage for any Client property under the care, custody or control of Keboola or Keboola's personnel.

11. LIMITATION OF LIABILITY

11.1 Except for a party's liability arising under section 12 (Confidential Information), section 13 (Access to Client Systems) or for a party's liability arising from any willful misconduct, or fraud of the other party, neither party shall be liable for any loss of use of use, interruption of business, lost profits, or any indirect, special, incidental, or consequential damages of any kind regardless of the form of action whether in contract, tort (including negligence), strict product liability, or otherwise, even if it has been advised of the possibility of such damages.

11.2 Except for a breach of section 14 (Indemnification), or for a party's liability arising from (a) death, bodily injury or property damage caused by the other party; (b) any willful misconduct, or fraud of the other party, in no event shall either party's aggregate liability under this Agreement exceed the fees due to be paid to Keboola hereunder.

12. CONFIDENTIAL INFORMATION

12.1 "*Confidential Information*" means any confidential or proprietary information, source code, software tools, designs, schematics, plans, works in process, future developments, scientific, engineering, manufacturing, marketing or business plans or financial or personnel matter relating to either party, its present or future products, sales, suppliers, web site visitors, web site users, employees, investors, or businesses, disclosed by one party to the other party, whether in oral, written, graphic or electronic form, and whose confidential or proprietary nature is identified at the time of such disclosure.

12.2 Non-Disclosure. Both parties agree that, except as directed by the counterparty, they will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and that upon the termination of this Agreement they will either destroy or turn over to the counterparty all documents, papers, and other matter in its possession or control that relate to the counterparty if so requested. Both parties further agree to bind its employees and subcontractors to the terms and conditions of substantially as protective as this Section 12. Any of the parties shall be entitled to disclose the Confidential Information if summoned by court to do so provided that a party shall immediately inform the other in writing to permit intervention. Any of the parties shall be also entitled to disclose the Confidential Information to their respective external advisors bound by professional confidentiality (such as auditors or lawyers). The receiving party's obligations will terminate if the receiving party can demonstrate that: (i) the Confidential Information was in the public domain at the time it was communicated to the receiving party by the disclosing party; or (ii) it entered the public domain after the time it was communicated to the receiving party by the disclosing party through no fault of the receiving party; or (iii) it was rightfully in the receiving party's possession free of any obligation of confidence at the time it was communicated to the receiving party by the disclosing party; or (iv) it was developed by the receiving party independently of and without reference to any information communicated to the receiving party by the disclosing party.

13. ACCESS TO CLIENT SYSTEMS

13.1 Access, if any, to any Client software, hardware or systems utilized or made available by Client ("Client Systems") is granted solely to allow Keboola to provide the Services and is limited to those

specific Client Systems, time periods, and personnel as are separately designated by Client in writing from time-to-time. In connection with access to Client Systems, Keboola shall comply with all business control and information protection policies, standards, and guidelines as may be provided by Client, acting reasonably. Keboola shall not use Client Systems during other time periods or through individuals not authorized under this Agreement. Any other use of any Client System is expressly prohibited. To the extent Keboola is granted access to Client facilities, Keboola shall comply with any commercially reasonable safety, control, protection, and other industry standard Client policies and guidelines relating to accessing Client Systems.

14. INDEMNIFICATION

14.1 Each party shall defend, indemnify and hold harmless the other party and the other party's officers, directors, employees, sublicensees, customers and agents from and against any and all third party claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) (a "**Claim**") arising from or relating to: any personal injury, death or property damage caused by the gross negligence or willful misconduct of the other party (including its employees, agents, or subcontractors).

14.2 Keboola shall defend, indemnify and hold harmless Client and its officers, directors, employees from and against any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) (also a "**Claim**") arising from or relating to: any infringement or alleged infringement by the Services of any third-party Intellectual Property Rights.

14.3 Client shall defend, indemnify and hold Keboola and its officers, directors, employees from and against any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) (also a "**Claim**") arising from or relating to: any infringement or alleged infringement by the Client Data of any third-party Intellectual Property Rights or any leak of or unauthorized access to the Client Data for reasons not directly related to a Keboola act or omission.

14.4 The indemnified party which is subject to a Claim shall give the indemnifying party written notice of any such Claim and the indemnifying party has the right to participate in the defense of any such Claim at its expense. In no event shall the indemnified party settle any Claim without the indemnifying party's prior written consent (which consent shall not be unreasonably withheld). From the date of written notice from one party to the other of any such Claim, the indemnified party shall have the right to withhold from any payments for Services, as the case may be, due to the indemnifying party under this Agreement the amount, or equivalent thereof, of any defense costs, plus additional reasonable amounts as security for the indemnifying party's obligations under this Section 14.

15. GENERAL

15.1 No Professional Advice Given. Client agrees and acknowledges that Keboola is not in the business of providing legal, financial, accounting, tax, or other professional services or advice and the Services or Reports or any component thereof does not constitute provision of such advice.

15.2 Notices. Either party may send notices to the other pursuant to this Agreement to the email address appearing below the party's respective names on the last page of this Agreement, and such notices will be deemed received two (2) business days after they are sent.

15.3 Amendment. This Agreement may only be amended by mutual written consent of both parties.

15.4 Independent Contractors. The parties acknowledge that each is an independent contractor and nothing herein constitutes a joint venture or partnership. The relationship under this Agreement shall not create any legal partnership, franchise relationship or other form of legal association between the parties that would impose a liability between the parties or to third parties.

15.5 No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than (i) by an authorized representative and (ii) in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

15.6 Force Majeure. To the extent caused by force majeure, no delay, failure, or default will constitute a breach of this Agreement.

15.7 Assignment & Successors. Neither party may assign this Agreement. Notwithstanding, either party may assign this Agreement in whole or in part in connection with the sale, merger or other corporate combination involving all or substantially all of the assets of the assigning party to a third party provided that the assignee assumes all of the assigning party's obligations and liabilities hereunder. Except to the extent forbidden in the previous sentence, this Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties.

15.8 Arbitration. In the event of any controversy or claim arising out of or relating to this Agreement, or a breach thereof, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a satisfactory solution. If they do not reach settlement within a period of thirty (30) days, then, upon notice by any party to the other, any unresolved controversy or claim shall be finally settled by arbitration administered by the International Centre for Dispute Resolution in accordance with the provisions of its International Arbitration Rules. The number of arbitrators shall be one (1) and the place of arbitration shall be Vancouver, British Columbia. This provision shall not prevent either party from seeking or obtaining equitable relief in court of law.

15.9 Choice of Law & Jurisdiction. This Agreement will be governed and construed in accordance with the laws of the province of British Columbia and the laws of Canada as applicable.

15.10 Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

15.11 Conflicts among Attachments. In the event of any conflict between provisions, the following order of precedence shall prevail (from greater to lesser precedence):

- a. The terms of the executed Order Form or change order thereto with respect to the subject matter of that Order Form or change order, which will not include any change or modification to the warranties, indemnities or limitation of liabilities set forth in the Agreement, which shall exclusively govern;
- b. The terms of the body of this Agreement;
- c. The terms of the applicable exhibits to this Agreement.

15.12 Entire Agreement. This Agreement including the attached Schedules and Order Form sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. Neither party has relied upon any such prior or contemporaneous communications.

15.13 Counterparts. This Agreement may be executed in any number of separate original counterparts, each of which shall be deemed to be an original, but all of such counterparts shall together constitute one Agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement may be executed and transmitted by the parties in digital form (for example: *.jpg, *.pdf, *.tif) and if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had delivered and executed an original Agreement.

IN WITNESS WHERE OF AND INTENDING TO BE LEGALLY BOUND HEREBY, the parties hereto by their duly authorized representatives have executed this Agreement as of the date first above written.

KEBOOLA DATA SERVICES, INC.

Signature: _____

Print Name: Milan Veverka

Print Title: President

Notice Address: Keboola Data Services, Inc.
Suite 210, 1461 Johnston Road, White Rock,
B.C. V4B 3Z4 Canada

Email: milan@keboola.com

Signature: _____

Print Name: _____

Print Title: _____

Notice Address:

Schedule 1: Order Form

This Order Form ("**Order Form**") is an Order Form under the Keboola Data Services, Inc. Master Services Agreement referenced below (as amended, supplemented or otherwise modified from time to time by written agreement of the parties thereto, "**Agreement**"). Terms and conditions of the Agreement are incorporated herein by reference. This Order Form and the Agreement govern the provision of services set out in the Keboola Service Proposal to Client referenced below ("**Proposal**"). The Order Form supersedes any Order Form for the Services entered into between the parties dated prior to the Order Form Effective Date set out below. The parties must fully execute the Agreement for the Order Form to take effect.

Full Legal Name of Client:	
Master Services Agreement entered into between Keboola and Client Dated:	
Order Form Effective Date:	
Keboola Service Proposal Date:	
Client Billing Information:	Billing Address: Billing Contact Name: Billing Contact Phone: Billing Contact Email Address: Service Term:

1. SERVICES

Client engages Keboola to provide the following services (select applicable services and initial selection):

Service	Applicable Service Schedule	Selection and Initials
KBC Keboola Connection Software as a Services Subscription	Service Schedule 3-A to Agreement	[]
Keboola to Provide GoodData Account		YES / NO
Keboola Business Intelligence Reports	Service Schedule 3-B to Agreement	[]
Keboola Academy Training	Service Schedule 3-C to Agreement	[]

2. FEES

In exchange for the Services selected above, Client shall pay Keboola the following Fees:

A. KBC Integration and Subscription Access Fees		
Item	Note	Monthly Cost
KBC subscription		
	Monthly Total:	

B. BI and Reporting Services Fees		
Item	Note	Cost
Business Analysis, solution, design, implementation, consultations, training		
Total		
	Volume Discount	
	Total:	

C. Keboola Academy Training Courses		
Item	Note	Cost
Keboola Academy Courses		
	Total:	

All Fees are in U.S. Dollars. Fees are based on expected time requirements for completing the project, and are subject to change in case of further discovery of yet-unknown requirements or complexities. Keboola will inform Client about any such discovery without delay in order to coordinate steps to agree on either adjusting the scope of Services or Fees.

3. RECOVERABLE EXPENSES

Services are generally performed remotely. Reasonable and necessary business and travel expenses actually incurred by Keboola shall be reimbursed by Client in case of on-premises services being requested by Client in writing and are not included in the above Fees. Client must approve all such expenses in advance.

4. PROJECT SCHEDULE

Keboola will attempt to deliver the project, subject to the variables set out below, according to the following schedule:

Project	Project Commencement Date	Project Completion Date
A. KBC 1. Software Integration	1.	1.
B. Business Intelligence Report i. Report Design ii. Technical configuration, integration with data sources, transformations	1. 2.	1. 2.
C. Keboola Academy	1. 2.	1. 2.

5. INVOICES AND PAYMENT DUE DATES

Service	Payment Due Date
A. Keboola Connection Software as a Service Implementation	Due prior to project commencement date
B. Keboola Business Intelligence and Reporting Services	Invoiced quarterly in advance. Invoices are issued with 30 NET terms
C. Keboola Academy Training Service	Due prior to Project Commencement Date

Client shall make all payments contemplated by this Agreement by wire transfer to the following Keboola bank account:

Bank name and address: TD Canada Trust Address: Unit 15110 North Bluff Road, White Rock, BC, V4B 3E5 Canada Transit Number: 99930 Institution number: 004 Account Number: 7306902 SWIFT Code: TDOMCATTOR IBAN: 26009593	Correspondent US Bank: Bank of America, NY SWIFT: BOFAUS3NXXX Fedwire ABA: 026009593
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6. PROJECT VARIABLES

Variables which may affect timely delivery of deliverables, Project Completion Dates or Fees set out above include the following:

- a. Responsiveness and timeliness of Client's team and resources
- b. Further discovery of yet-unknown requirements or complexities
- c. Project commencement occurring after Project Commencement Date set out in this Order Form where late commencement is not related to a Keboola act or omission
- d. Incorrect Assumptions set out in the Proposal or assumptions missing from the Proposal, where such incorrect assumptions were not corrected by Client or missing assumption not communicated to Keboola by Client prior to Keboola commencing the projects contemplated by this Order Form
- e. Force majeure events and other variables set out under the Agreement

Keboola shall not be liable for any delays to project delivery that are a result of any of the above-described variables. Keboola will inform Client if it anticipates delays to project or Fee overruns and coordinate with Client to adjust the scope of the project, delivery schedule, or Fees owing accordingly.

By their signatures on this Order Form the parties also agree to and acknowledge the terms of the Agreement, related Schedules and this Order Form

AGREED AND ACCEPTED BY:

KEBOOLA DATA SERVICES, INC.	
Signature:	Signature:
Print Name: Milan Veverka	Print Name:
Print Title: President	Print Title:
Notice Address: Keboola Data Services, Inc. Suite 210, 1461 Johnston Road, White Rock, B.C. V4B 3Z4 Canada Attention: Milan Veverka	Notice Address:
Email: milan@keboola.com	Email:
Primary Contact:	Primary Contact:

Schedule 2: Data Management and Security

This Schedule A ("Data Management and Security") outlines the data management and security policies and standards relating to the Keboola Connection application software, access to which shall be provided by Keboola Data Services, Inc. ("Keboola") to Client pursuant to the Master Services Agreement (the "Agreement") entered into as of: _____

1. **Technical & Physical Security.** Keboola shall manage Client Data in accordance with data management and security standards set out below:

a. Keboola uses Amazon Simple Storage Service (S3), provided by Amazon Web Services LLC ("Amazon"), for data storage. Accordingly, Keboola offers the following security standards made available by Amazon through Amazon S3:

i. Amazon stores data over several large-scale data centers. According to Amazon, they use military grade perimeter control berms, video surveillance, and professional security staff to keep their data centers physically secure. More information about Amazon's security can be found at:

<http://aws.amazon.com/security/>

ii. Amazon also employs significant protection against network security issues such as Distributed Denial of Service (Dodos) attacks, Man in the Middle (MITM) attacks, and packet sniffing.

iii. All logical blocks of Keboola's infrastructure are separated by using Amazon Security Groups (<http://docs.amazonwebservices.com/AWSEC2/latest/UserGuide/using-network-security.html>).

b. Client Data files are sent between data sources¹ and Keboola servers over a secure channel using 256-bit SSL (Secure Sockets Layer) encryption, the standard for secure Internet network connections.

c. Keboola and Amazon shall keep redundant backups of all Client Data over multiple locations to prevent the remote possibility of Client Data loss.

d. Every API call is audited and logged on the Staging Layer backend so that access to Client Data without detection by Keboola's systems is not possible.

e. Keboola shall provide the following core security standards in managing the Client Data through its Keboola Connection Application Staging Layer:

- SAS70 Type II
- SOC 1, SSAE 16, ISAE 3402
- ISO 27001 certification
- PCI & DSS
- DIACAP
- AWS Security Groups
- AWS IAM/ACL
- AWS S3
- Keboola RDAAC (Remote Data Access Auditing Concept)
- Keboola EA (Event Auditing)
- Keboola UDU (Unlimited Data Undo)

f. Client Data shall be isolated in stages and buckets. The Application back-end uses client's credentials intended to prevent any cross-access. In addition to this, Client Data is not stored in compact blocks, databases are fragmented and spread over multiple Amazon RDS. It is almost impossible for a third party to collect any significant pieces of Client Data without using an access token.

¹ API client or remote data provider (Google Analytics, Google Drive, Google AdWords, Salesforce, Twitter, Facebook, Datasift, etc.)

Service Schedule 3-A:

Keboola Connection (KBC) Software as a Service

This Schedule 3-A is incorporated into the Keboola Master Services Agreement (the "Agreement") entered into between Keboola Data Services, Inc. ("Keboola") and Client as of: _____

1. Background

This service Schedule 3-A governs Keboola Connection or KBC, Keboola's cloud based software as a service including related or additional services.

2. Service Description

KBC is a subscription-based software-as-a-service data warehousing solution and ETL platform that facilitates the extraction, transformation, loading and storage of data from various sources.

Keboola will provide Client with the following services:

- a. access to and capacity on its KBC platform as required by the Client;
- b. through KBC, data processing, maintenance, and handling services;
- c. update source APIs and connections to facilitate Client's use of KBC;
- d. ongoing KBC support; and
- e. further services as set out in the Proposal defined in an Order Form to the Agreement.

3. Ownership of KBC Deliverables

KBC, including its constituent elements, is protected by copyright, trade secret, and other intellectual property laws. Client is only granted the right to use the KBC software as a service and only pursuant to the terms and conditions of and for the purposes described by the Agreement and applicable Order Forms. Keboola reserves all other rights in the KBC software. Keboola only grants Client a personal, limited, nonexclusive, nontransferable right to use the KBC software according to the terms and conditions of the Agreement. Keboola retains all Intellectual Property Rights in and to the KBC software and neither this Agreement nor any Schedule or Order Form grants Client any Intellectual Property Rights in or to the KBC software or any of their constituent components thereof.

4. Disclaimer

Except for the express warranties specified in the Agreement, KBC is provided "as is" and as available, and Keboola makes no warranties, conditions, or representations, either express or implied, including, without limitation, any implied warranties and/or conditions of merchantability, or fitness for a particular purpose. Further limitations as set out in the Agreement apply.

5. Ongoing KBC Support of GoodData Platform Access

Unless otherwise specified in an Order Form, Provision of the KBC platform in connection with Client Data using GoodData Corporation ("GoodData") platform technology (the "Technology") is entirely the responsibility of and dependent on Client securing use of GoodData Corporation technology by separate agreement with GoodData Corporation ("GoodData Agreement").

If, as set out in an Order Form, Client is obligated to secure access to GoodData Corporation directly, Keboola shall make the KBC platform available to Client for purposes contemplated in this Order Form and the Agreement for the duration of and subject to the Client's GoodData Agreement being of full force and effect and further subject to Client not being in breach of the terms of the Order Form or the Agreement. Provision of KBC as contemplated by the preceding sentence may extend past the expiration of the Order Form or Agreement or past the full and final delivery of Services under this Order Form.

6. Keboola Provision of GoodData Platform

If, pursuant to an Order Form, Keboola is to provide the Client with Access to the GoodData technology in connection with the Services then the following terms and conditions shall apply to Client's use or enjoyment of the GoodData technology:

- a. Client agrees to comply with all of GoodData's standard policies for software access or distribution relating to the Technology. Such requirements and standard procedures may be revised from time to time, and Keboola will provide Client with no less than thirty (30) days notice of any material changes, which will apply to Client at the conclusion of such thirty (30) day period unless Client informs Keboola in writing of Client objection, in which case Client shall have no remedy.
- b. Client will comply with all applicable laws in operating its business, undertaking all activities relating to the Technology and other GoodData Services. Client will not engage in any deceptive or unethical trade practices or any act which might harm GoodData's reputation or the reputation of the GoodData Technology or Services.
- c. **License to Use GoodData Technology.** During the Term of the Agreement and subject to the terms and conditions hereof, Client shall only have a temporary, limited, nonexclusive, license to access and use the Technology solely for (i) training personnel and (ii) having access to the Services in conjunction with Keboola branded service offerings. The terms of Client access and use of the Technology may be subject to additional click-through terms of use made available by GoodData.
- d. **Restrictions.** Client shall not (i) copy, edit, modify, adapt, translate, port, reproduce, distribute, transfer, lend, sell, sublicense, assign or otherwise transfer any of the GoodData Technology, or any component thereof; (ii) prepare any derivative work based upon the GoodData Technology or any component thereof; (iii) reverse engineer, disassemble, or decompile the GoodData Technology or any component thereof; (iv) remove, obscure, or alter any notice of intellectual property rights present on or in the GoodData Technology or any component thereof; (v) use the GoodData Technology or any component thereof for any purpose not authorized or contemplated under this Agreement; or (vi) authorize or permit any person or entity to do any of the foregoing. Client may not use the Service or authorize any customer to use the Service except for Client customer's internal business purposes. Client shall not engage in any of the following activities: (A) sending spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (B) sending or storing infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (C) sending or storing material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (D) interfering with or disrupt the integrity or performance of the Technology or the data contained therein, or unreasonably burden the infrastructure utilized by GoodData Technology to deliver the Service; or (E) attempting to gain unauthorized access to the Service or its related systems or networks.
- e. Notwithstanding any data security and privacy obligations of Keboola arising under applicable law, which may control in the event of a discrepancy between those obligations and this Agreement, Client expressly acknowledges and agrees that Keboola shall have no liability to Client or its customers for any data submitted by Client or its customers that is Personal Information (as defined below) or any Protected Health Information subject to the United States Health Insurance Portability and Accountability Act ("HIPAA") (where "Protected Health Information" has the meaning set forth in HIPAA). As used herein, "Personal Information" means an individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such individual: (i) Social Security number; (ii) driver's license number or state-issued identification card number; or (iii) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account. Keboola may immediately and upon notice suspend all or portion of Client's or its customer's access to the Services (without any liability to Client or its customer in connection with such suspension), if Keboola has a good faith belief that Client or its customer has breached the restrictions in this Section or Section (d) of this Schedule.
- f. **Ownership.** No title is granted, express or implied, nor shall title be deemed assigned, to Client hereunder to any of GoodData's intellectual property, or any intellectual property of GoodData's associates and licensors; GoodData retains all title, copyright, trade secret, patent, trademark and other proprietary rights in and to GoodData's trade marks, and in and to the GoodData Technology, and all modifications, enhancements, and other works derivative of the GoodData Technology.
- g. **Ownership and Use of Customer Data.** GoodData has the right to access and use Client's GoodData Technology account information and any data Client or Keboola on Client's behalf uploads to the Technology for the purposes of GoodData being able to deliver the Technology to Keboola and Client, respond to any technical problems, and troubleshoot and test the Technology. Except as may be otherwise agreed by the parties in writing, access to Client data will be strictly limited to the GoodData operations team and subject to the terms and conditions of this Agreement.
- h. Client shall safeguard and protect the account passwords in the same manner Client ensures it protects its own product and technology. GoodData may update the content, functionality and user interface of the Technology from time to time at its sole discretion and in accordance with this Agreement.

- i. **Account Passwords.** Client will maintain the confidentiality of its password for the Technology. Client shall immediately notify Keboola of any unauthorized use of the Technology.
- j. **Responsibility for Transmitted Data.** Keboola shall not have any responsibility or liability for the deletion by Client of any messages, Client Data or other communications or other content maintained or transmitted to or from Client. Specifically, Client agrees that Keboola shall not be held responsible for any electronic communications and/or Client Data which are lost, altered, intercepted or stored without authorization during the transmission of any data across networks not owned and/or operated by Keboola.
- k. **Limited Warranty; Limitation of Liability.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, AND TO THE EXTENT PERMITTED BY LAW, KEBOOLA MAKES NO EXPRESS WARRANTIES AND EXPRESSLY DISCLAIMS, ON BEHALF OF ITSELF AND ITS AFFILIATES AND LICENSORS, ANY WARRANTIES ON THE GOODDATA TECHNOLOGY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Service Schedule 3-B: Keboola Business Intelligence Reporting Services

This Schedule 3-B is incorporated into the Keboola Master Services Agreement (the “Agreement”) entered into between Keboola Data Services, Inc. (“Keboola”) and Client entered into as of: ____

1. Background

This service Schedule 3-B governs Keboola’s provision of Business Intelligence Reporting Services to Client including the provision of Reports comprising Client Data utilizing KBC and other third party data aggregators as required by Client.

2. Service Description

Subject to the terms and conditions of an applicable Order Form and the Agreement, Keboola will provide Client with the following services:

- a. business data analysis and business intelligence consultation and reporting based on business data;
- b. data analysis and report design including producing and implementing basic business metrics which Client can utilize to create live reporting of business data; and
- c. further services as set out in the Proposal defined in an Order Form to the Agreement.

3. Ownership of Deliverables

a. Ownership of Reports; Assignment of Rights. The parties agree that the Reports (as defined in the Agreement) and their constituent elements will be the sole and exclusive property of Client. Keboola shall upon full and final payment of the Fees irrevocably assign to Client all right, title and interest in and to the Reports and all related Intellectual Property Rights. To the fullest extent permitted by law, all copyrightable aspects of the Reports shall be deemed to be a “work made for hire” (as defined in applicable statute). As an exception to this paragraph, however, Keboola or its licensors retain ownership of any Pre-Existing Intellectual Property and Third Party Materials and the meaning of the term Reports in this Schedule shall exclude any constituent Third Party Materials or Pre-Existing Intellectual Property (“Licensed Materials”). To the extent the Reports contain any Third Party Materials or Pre-Existing Intellectual Property, or Keboola uses any Licensed Materials in the scope of any Services, Keboola hereby grants to Client a perpetual, irrevocable, nonexclusive, world-wide, royalty-free license to use, disclose, make, have made, sell, import, copy, distribute, modify and create works based on, perform or display such Licensed Materials and to sublicense to third parties with the same rights. Keboola will not use or disclose any Licensed Materials in the scope of any Services if such use or disclosure would cause Keboola to violate any obligations to any third party.

b. Waiver of Rights. If Keboola has any Intellectual Property Rights in the Reports that cannot be assigned to Client (including any moral rights, such as the right to be named as author, the right to modify, the right to prevent mutilation and the right to prevent commercial exploitation), upon receipt of full and final Fees for the Reports Keboola shall unconditionally and irrevocably waive the enforcement of such rights and waive and quitclaim to Client any and all claims and causes of action of any kind against Client with respect to such rights, and shall agree, at Client’s request and expense, to consent to and join in any action to enforce such rights.

c. Further Assurances. At Client’s request and expense, during and after the term of this Agreement, subject to full and final payment of Fees, Keboola shall assist and cooperate with Client in all respects and shall execute documents and, subject to the reasonable availability of Keboola, shall give testimony and take such further acts reasonably requested by Client to enable Client to acquire, transfer, maintain, perfect and enforce those Intellectual Property Rights and other legal protections for the Reports set out under the Agreement. In the event that Client is unable for any

reason, after reasonable effort, to secure Keboola's signature on any document needed in connection with the actions specified in Section 3 of this Schedule, Keboola hereby irrevocably designates and appoints Client and its duly authorized officers and agents as Keboola's agent and attorney-in-fact, to act for and on its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 3 with the same legal force and effect as if executed by Keboola.

4. Disclaimer

Except for the express warranties specified in the Agreement, the services set out in this Schedule including, without limitation, the Reports are provided "as is" and as available, and Keboola makes no warranties, conditions, or representations, either express or implied, including, without limitation, any implied warranties and/or conditions of merchantability, or fitness for a particular purpose. Further limitations as set out in the Agreement apply.

Service Schedule 3-C: Keboola Academy Services and Terms of Use

This Schedule 3-C is incorporated into the Keboola Master Services Agreement (the "Agreement") entered into between Keboola Data Services, Inc. ("Keboola") and Client entered into as of: _____

Clients use of the Keboola Academy services are subject to the Terms of Service found at <https://academy.keboola.com> (the "**Terms**"). Client agrees to be bound to the Terms.