

If you are accessing the Services as a customer of an unaffiliated Looker reseller, the terms below do not apply to you, and your agreement with your reseller governs your use of the Services.

If you signed an offline variant of this Agreement for use of the Services, the terms below do not apply to you, and your offline terms govern your use of the Services.  
Looker Agreement

This Looker Agreement (the "Agreement") is made between Looker Data Sciences, Inc. ("Looker"), with offices at 1600 Amphitheatre Parkway, Mountain View, CA 94043, and each party (a "Customer") that executes an Order Form for the Services. Between Looker and Customer, the Agreement consists of these terms, addenda (if applicable), each Order Form, including any statements of work, and each amendment of any of the foregoing. This Agreement is effective as of the date of the last signature appearing on Customer's initial Order Form (the "Effective Date").

1. Using the Services.

1.1. Use by Customer. Looker will provide the Services to Customer by (a) providing access to an Instance for the Looker Hosted Deployment or (b) providing a license key for the Customer Hosted Deployment. Customer may only use the Services with databases and servers licensed and/or owned by Customer. Customer may configure the Services subject to the defined Scope of Use and related Deployment Attributes described in the Order Form.

1.2. Use by Affiliates. Customer's Affiliates may, upon executing a new Order Form and agreeing to be bound by the provisions of the Agreement as if they were an original party, use the Services subject to Customer's Scope of Use and Deployment Attributes or purchase the Services for their own defined Scope of Use and related Deployment Attributes.

1.3. External Business Users. If the Scope of Use described on the Order Form includes PBL use, then Customer may permit its clients and third parties (each a "PBL User" and collectively, "PBL Users") to use the Services as licensed End Users, so long as the PBL Users have written agreements with Customer at least as protective of Looker as the rights and obligations contained in the Agreement and the applicable Order Form. Customer may not accept any terms or conditions on behalf of Looker, including those that modify, add to or change in any way the terms and conditions applicable to the Services. Customer will be solely responsible to the PBL Users for any warranties or other terms provided to them in excess of the warranties and obligations described in the Agreement. Any PBL Users' access to the Services may be terminated by Looker, at any time, if such PBL User is found to be in breach of the Agreement.

1.4. Beta Features. Beta Features made available by Looker are provided to Customer for testing purposes only, and Looker does not make any commitment to provide Beta Features in any future versions of the Services. Customer is not obligated to use Beta Features. Looker may immediately and without notice remove Beta Features for any reason without liability to Customer. Notwithstanding anything to the contrary in the Agreement, Looker does not provide TSS and the Data Processing and Security Terms

do not apply to Beta Features. All Beta Features are provided "AS IS" without warranty of any kind.

2. Technical Support. Looker will provide Looker Technical Support Services to Customer during the Order Term in accordance with the Looker Technical Support Services Guidelines.
3. Provision of Software. Looker may make Software available to Customer in connection with Customer's use of the Services, including third-party software. Some Software may be subject to third-party license terms, which can be found at: <https://looker.com/terms/notices-and-acknowledgements>.
4. Ceasing Software Use. If the Agreement or the Order Form terminates or expires, then Customer will stop using the Software.
5. Jumpstart Enablement Services. If Customer purchases Jumpstart Enablement Services, such Jumpstart Enablement Services will be provided in accordance with the Jumpstart Enablement Services Addendum, and specified in the Order Form.
6. Professional Services. If Customer purchases PSO Services, such PSO Services will be provided in accordance with the PSO Services Addendum, and specified in the Order Form.
7. Customer Obligations.
  - 7.1. Consents. Customer is responsible for any consents and notices required to permit (a) Customer's use and receipt of the Services and (b) Looker's accessing, storing, and processing of data provided by Customer under the Agreement.
  - 7.2. Compliance. Customer will (a) ensure that Customer and its End Users' use of the Services complies with the Agreement, (b) use commercially reasonable efforts to prevent and terminate any unauthorized access or use of the Services, and (c) promptly notify Looker of any unauthorized use of, or access to, the Services of which Customer becomes aware.
  - 7.3. Customer Responsibilities. Customer will be solely responsible, and Looker disclaims responsibility for, any acquisition, implementation, support or maintenance of third-party products or services purchased by Customer that may interoperate with the Services.
  - 7.4. Use Restrictions. Customer will not, and will not allow End Users to, (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any of the source code of the Services (except to the extent such restriction is expressly prohibited by applicable law); (b) sell, resell, sublicense, transfer, or distribute the Services; (c) access or use the Services (i) for High Risk Activities; (ii) in a manner intended to avoid incurring fees; (iii) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (iv) in a manner that breaches, or causes the breach of, Export Control Laws; or (v) to transmit, store, or process health information subject to United States HIPAA regulations except as permitted by an executed HIPAA BAA; (d) remove any copyright notices, trademarks or other proprietary notices or restrictions from the Services; (e) provide the Services on a time sharing, hosting, service provider or other similar basis; (f) copy any features, functions or graphics of the Services for any purpose other than what is expressly authorized under the Agreement; (g) share the log-on credentials for each End User with others; (h) circumvent any of the Services technical measures or (i) use the

Services, or permit it to be used, for purposes of evaluation benchmarking, performance tests or other comparative analysis intended for publication or disclosure to third parties.

8. Data Processing and Security. To the extent Customer provides Looker with access to Customer Data under this Agreement, the following will apply:

- 8.1. Protection of Customer Data. Looker will only access or use Customer Data to provide the Services and TSS ordered by Customer to Customer and will not use it for any other Looker products, services, or advertising. Looker has implemented and will maintain administrative, physical, and technical safeguards designed to protect the confidentiality, security, integrity, availability, and privacy of Customer Data stored in the Instance, as further described in the Data Processing and Security Terms.

Notwithstanding any other provision of the Agreement or any other agreement related to the Services, Looker will not be responsible for any breach or loss resulting from Customer's security configuration or administration of the Services.

- 8.2. Data Processing and Security Terms. The Data Processing and Security Terms are incorporated by reference into this Agreement.

9. Updates to Services and Terms.

- 9.1. Changes to Services.

- a. Limitations on Changes. Looker may update the Services, provided the updates do not result in a material reduction of the functionality, performance, availability, or security of the Services.
- b. Discontinuance. Looker will notify Customer at least 12 months before discontinuing any Service (or associated material functionality), unless Looker replaces such discontinued Service or functionality with a materially similar Service or functionality.
- c. Support. Looker will continue to provide product and security updates, and TSS, until the conclusion of the applicable notice period under subsection (b) (Discontinuance).

- 9.2. Changes to Terms. Looker may update the URL Terms, provided the updates do not (a) result in a material degradation of the overall security of the Services, (b) expand the scope of or remove any restrictions on Looker's processing of Customer Data as described in the Data Processing and Security Terms (if applicable), or (c) have a material adverse impact on Customer's rights under the URL Terms. Looker will notify Customer of any material updates to URL Terms.

- 9.3. Permitted Changes. Sections 9.1 (Changes to Services) and 9.2 (Changes to Terms) do not limit Looker's ability to make changes required to comply with applicable law or address a material security risk, or that are applicable to Beta Features or new or pre-general availability Services, offerings, or functionality.

10. Temporary Suspension.

- 10.1. Services Suspension. Looker may Suspend Services if (a) necessary to comply with law or protect the Services or Looker's infrastructure supporting the Services or (b) Customer or any End User's use of the Services does not comply with the AUP, and it is not cured following notice from Looker.

- 10.2. Limitations on Services Suspensions. If Looker Suspends Services under Section 10.1 (Services Suspension), then (a) Looker will provide Customer notice of the cause for Suspension without undue delay, to the extent legally permitted, and (b) the Suspension will be to the minimum extent and for the shortest duration required to resolve the cause for Suspension.

## 11. Payment Terms.

11.1. Payment. Looker will invoice Customer for the Fees for the Services and TSS. Customer will pay Looker all invoiced amounts by the Payment Due Date. Unless otherwise provided in the Agreement or required by law, Fees for Services are non-refundable. All payments are due in the currency described in the invoice. Wire transfer payments must include the bank information described in the invoice.

11.2. Usage and Invoicing. Looker's measurement tools will be used to determine Customer's usage of the Services. Each invoice will include data in sufficient detail to allow Customer to validate the Services purchased and associated Fees. If Customer exceeds the number of End Users, Scope of Use, or Deployment Attributes, Customer or Looker will, upon becoming aware, promptly notify the other party and the parties agree to discuss in good faith the additional fees due by Customer to Looker for such over-deployment. The agreed upon additional fees associated with the over-deployment will be memorialized in a new Order Form.

11.3. Additional Usage. Customer may purchase additional Deployment Attributes (including adding End Users) during an Order Term by executing an additional Order Form. Such purchase will have a pro-rated term ending on the last day of the applicable Order Term. Deployment Attributes cannot be decreased during the Order Term.

11.4. Taxes. Looker will itemize any invoiced Taxes. Customer will pay invoiced Taxes unless Customer provides a valid tax exemption certificate. Customer may withhold Taxes if Customer provides a valid receipt evidencing the taxes withheld.

11.5. Invoice Disputes. Customer must submit any invoice disputes to [collections@google.com](mailto:collections@google.com) before the Payment Due Date. If the parties determine that Fees were incorrectly invoiced, then Looker will issue a credit equal to the agreed amount.

11.6. Overdue Payments.

If Customer's payment is overdue, then Looker may (i) charge interest on overdue amounts at 1.5% per month (or the highest rate permitted by law, if less) from the Payment Due Date until paid in full, and (ii) Suspend the Services.

a. Customer will reimburse Looker for all reasonable expenses (including attorneys' fees) incurred by Looker in collecting overdue payments except where such payments are due to Looker's billing inaccuracies.

11.7. Suspension for Overdue Payment. Looker may Suspend the Services under Section 11.6 (Overdue Payments) only if Customer's payment is overdue for more than 14 days after the Payment Due Date. Looker will notify Customer at least 7 days before suspension.

11.8. Purchase Orders. If Customer requires a purchase order number on its invoice, Customer will provide a purchase order number in the Order Form. If Customer does not provide a purchase order number, then (a) Looker will invoice Customer without a purchase order number, and (b) Customer will pay invoices without a purchase order number referenced. Any terms on a purchase order are void.

11.9. Services Use Review. On Looker's request, but not more than four times per year, Customer will provide to Looker a report listing the Deployment Attributes it is using for each Scope of Use (including, if applicable, the number of PBL Users using the Services) and the Instance(s) deployed and related license key(s). If Deployment

Attributes are measurable by a ping from Looker's license server, the ping will serve as this report. If there is a discrepancy between the Scope of Use or the Deployment Attributes purchased by Customer and Customer's actual usage, Looker may, at its expense and not more frequently than once per calendar year, review Customer's records relating to Customer's use of the Services. Any such review will be conducted with prior written notice, during regular business hours at Customer's premises and will not unreasonably interfere with Customer's business. If the review indicates an underpayment, Customer will pay the additional fees associated with the underpayment. If the underpayment is greater than 5% of the amount paid by Customer for the review period, Customer will also pay Looker's reasonable expenses of the review.

## 12. Intellectual Property.

12.1. Intellectual Property Rights. Except as expressly described in this Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other's content or Intellectual Property. As between the parties, Customer retains all Intellectual Property Rights in Customer Data and Looker retains all Intellectual Property Rights in the Services and Software.

12.2. Feedback. At its option, Customer may provide feedback and suggestions about the Services to Looker ("Feedback"). If Customer provides Feedback, then Looker and its Affiliates may use that Feedback without restriction and without obligation to Customer.

## 13. Confidentiality.

13.1. Use and Disclosure of Confidential Information. The Recipient will only use the Disclosing Party's Confidential Information to exercise its rights and fulfill its obligations under the Agreement, and will use reasonable care to protect against the disclosure of the Disclosing Party's Confidential Information. Notwithstanding any other provision in the Agreement, the Recipient may disclose the Disclosing Party's Confidential Information (a) to its Delegates who have a need to know and who are bound by confidentiality obligations at least as protective as those in this Section 13 (Confidentiality); (b) with the Disclosing Party's written consent; or (c) as strictly necessary to comply with Legal Process, provided the Recipient promptly notifies the Disclosing Party prior to such disclosure unless the Recipient is legally prohibited from doing so. The Recipient will comply with the Disclosing Party's reasonable requests to oppose disclosure of its Confidential Information.

13.2. Redirect Disclosure Request. If the Recipient receives Legal Process for the Disclosing Party's Confidential Information, the Recipient will first attempt to redirect the third party to request it from the Disclosing Party directly. To facilitate this request, the Recipient may provide the Disclosing Party's basic contact information to the third party.

## 14. Marketing and Publicity. Each party may use the other party's Brand Features in connection with the Agreement as permitted in the Agreement. Customer may state publicly that it is a Looker customer and display Looker Brand Features in accordance with the Trademark Guidelines. Customer and Looker may work together on an announcement of Customer being a Looker customer, which would take place on a mutually agreed upon date. Additionally, with prior written consent, the parties may engage in joint marketing activities such as customer testimonials, announcements,

press engagements, public speaking events, and analyst interviews. A party may revoke the other party's right to use its Brand Features with 30 days' written notice. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features.

15. Representations and Warranties. Each party represents and warrants that it (a) has full power and authority to enter into the Agreement and (b) will comply with all laws and regulations applicable to its provision, receipt, or use of the Services, as applicable.

16. Disclaimer. Except as expressly provided for in the Agreement, to the fullest extent permitted by applicable law, Looker (a) does not make any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, noninfringement, or error-free or uninterrupted use of the Services or Software and (b) makes no representation about content or information accessible through the Services.

17. Indemnification.

17.1. Looker Indemnification Obligations. Looker will defend Customer and its Affiliates participating under the Agreement ("Customer Indemnified Parties"), and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that the Customer Indemnified Parties' use of Looker Indemnified Materials infringes the third party's Intellectual Property Rights.

17.2. Customer Indemnification Obligations. Customer will defend Looker and its Affiliates and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from (a) any Customer Indemnified Materials or (b) Customer's or an End User's use of the Services in breach of the AUP or the Use Restrictions.

17.3. Indemnification Exclusions. Sections 17.1 (Looker Indemnification Obligations) and 17.2 (Customer Indemnification Obligations) will not apply to the extent the underlying allegation arises from (a) the indemnified party's breach of the Agreement or (b) a combination of the Looker Indemnified Materials or Customer Indemnified Materials (as applicable) with materials not provided by the indemnifying party under the Agreement, unless the combination is required by the Agreement.

17.4. Indemnification Conditions. Sections 17.1 (Looker Indemnification Obligations) and 17.2 (Customer Indemnification Obligations) are conditioned on the following:

. The indemnified party must promptly notify the indemnifying party in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 17.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 17.1 (Looker Indemnification Obligations) or 17.2 (Customer Indemnification Obligations) (as applicable) will be reduced in proportion to the prejudice.

a. The indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

17.5. Remedies.

b. If Looker reasonably believes the Services might infringe a third party's Intellectual Property Rights, then Looker may, at its sole option and expense, (i) procure the right for Customer to continue using the Services, (ii) modify the Services to make them non-infringing without materially reducing their functionality, or (iii) replace the Services with a non-infringing, functionally equivalent alternative.

c. If Looker does not believe the remedies in Section 17.5(a) are commercially reasonable, then Looker may Suspend or terminate the impacted Services.

17.6. Sole Rights and Obligations. Without affecting either party's termination rights, this Section 17 (Indemnification) states the parties' sole and exclusive remedy under the Agreement for any third-party allegations of Intellectual Property Rights infringement covered by this Section 17 (Indemnification).

## 18. Liability.

### 18.1. Limited Liabilities.

To the extent permitted by applicable law and subject to Section 18.2 (Unlimited Liabilities), neither party will have any Liability arising out of or relating to the Agreement for any

- i. indirect, consequential, special, incidental, or punitive damages or
  - ii. lost revenues, profits, savings, or goodwill.
- a. Each party's total aggregate Liability for damages arising out of or relating to the Agreement is limited to the Fees Customer paid during the 12 month period before the event giving rise to Liability.

18.2. Unlimited Liabilities. Nothing in the Agreement excludes or limits either party's Liability for:

- b. death, personal injury, or tangible personal property damage resulting from its negligence or the negligence of its employees or agents;
- c. its fraud or fraudulent misrepresentation;
- d. its obligations under Section 17 (Indemnification);
- e. its infringement of the other party's Intellectual Property Rights;
- f. its payment obligations under the Agreement; or
- g. matters for which liability cannot be excluded or limited under applicable law.

## 19. Term and Termination.

19.1. Agreement Term. The Agreement is effective from the Effective Date until it is terminated in accordance with its terms (the "Term").

19.2. Termination for Convenience. Subject to any financial commitments in an Order Form or addendum to the Agreement, Customer may terminate the Agreement or an Order Form for convenience with 30 days' prior written notice to Looker.

### 19.3. Termination for Breach.

Termination of an Order Form. Either party may terminate an Order Form if the other party is in material breach of this Agreement and fails to cure that breach within 30 days after receipt of written notice.

a. Termination of the Agreement. Either party may terminate the Agreement if the other party (i) is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice, (ii) ceases its business operations, or (iii) becomes subject to insolvency proceedings and such proceedings are not dismissed within 90 days.

19.4. Effects of Termination. If the Agreement terminates, then all Order Forms also terminate. If an Order Form terminates, then after that Order Form's termination or expiration effective date, (a) all rights and access to the Services under that Order Form will terminate and (b) Looker will send Customer a final invoice for payment obligations under that Order Form. Termination or expiration of one Order Form will not affect other Order Forms.

19.5. Survival. The following Sections will survive expiration or termination of the Agreement: Section 11 (Payment Terms), Section 12 (Intellectual Property), Section 13 (Confidentiality), Section 16 (Disclaimer), Section 17 (Indemnification), Section 18 (Liability), Section 19.4 (Effects of Termination), Section 20 (Miscellaneous), and Section 21 (Definitions).

19.6. Termination of Previous Agreements. If Looker and Customer have previously entered into an agreement with Looker for products or services, then that agreement will terminate on the Services Start Date, and this Agreement will govern the provision and use of the Services going forward.

## 20. Miscellaneous.

20.1. Notices. Looker will provide notices under the Agreement to Customer by sending an email to the Notification Email Address. Customer will provide notices under the Agreement to Looker by sending an email to legal-notices@google.com. Notice will be treated as received when the email is sent. Customer is responsible for keeping its Notification Email Address current throughout the Term.

20.2. Emails. The parties may use emails to satisfy written approval and consent requirements under the Agreement.

20.3. Assignment. Neither party may assign the Agreement without the written consent of the other, except to an Affiliate where (a) the assignee has agreed in writing to be bound by the terms of the Agreement, (b) the assigning party remains liable for obligations under the Agreement if the assignee defaults on them, and (c) the assigning party has notified the other party of the assignment, and (d) if the Customer is the assigning party, the assignee is established in the same country as Customer. Any other attempt to assign is void.

20.4. Change of Control. If a party experiences a change of Control other than an internal restructuring or reorganization, then (a) that party will give written notice to the other party within 30 days after the change of Control and (b) the other party may immediately terminate the Agreement any time within 30 days after it receives that written notice.

20.5. Force Majeure. Neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

20.6. Subcontracting. Looker may subcontract obligations under the Agreement but will remain liable to Customer for any subcontracted obligations.

20.7. No Agency. The Agreement does not create any agency, partnership, or joint venture between the parties.

20.8. No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement.

20.9. Severability. If any part of the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.



20.10. No Third-Party Beneficiaries. The Agreement does not confer any rights or benefits to any third party unless it expressly states that it does.

20.11. Equitable Relief. Nothing in the Agreement will limit either party's ability to seek equitable relief.

20.12. Governing Law. All claims arising out of or relating to the Agreement or the Services will be governed by California law, excluding that state's conflict of laws rules, and will be litigated exclusively in the federal or state courts of Santa Clara County, California; the parties consent to personal jurisdiction in those courts.

20.13. Amendments. Except as specifically described otherwise in the Agreement, any amendment to the Agreement must be in writing, expressly state that it is amending the Agreement, and be signed by both parties.

20.14. Independent Development. Nothing in the Agreement will be construed to limit or restrict either party from independently developing, providing, or acquiring any materials, services, products, programs, or technology that are similar to the subject of the Agreement, provided that the party does not breach its obligations under the Agreement in doing so.

20.15. Entire Agreement. The Agreement states all terms agreed between the parties, and supersedes any prior or contemporaneous agreements between the parties relating to the subject matter of the Agreement. In entering into the Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly described in the Agreement. The Agreement includes URL links to other terms (including the URL Terms), which are incorporated by reference into the Agreement.

20.16. Conflicting Terms. If there is a conflict among the documents that make up this Agreement, then the documents will control in the following order: the applicable Order Form, the Agreement, and the URL Terms.

20.17. Conflicting Languages. If the Agreement is translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will control.

20.18. Counterparts. The parties may execute the Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

20.19. Electronic Signatures. The parties consent to electronic signatures.

20.20. Headers. Headings and captions used in the Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.

## 21. Definitions.

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

"AUP" means the then-current acceptable use policy for the Services described at <http://looker.com/trust-center/legal/customers/aup-lss>.

"BAA" or "Business Associate Agreement" is an amendment to the Agreement covering the handling of Protected Health Information (as defined in HIPAA).

"Beta Features" means any Services features or functionality which Looker may make available to Customer to try at no additional cost, and which is designated as beta, trial, non-production or another similar designation.

"Brand Features" means each party's trade names, trademarks, logos, domain names, and other distinctive brand features.

"Customer Data" means (a) all data in Customer's databases provided to Looker by Customer or End Users via the Services and (b) all results provided to Customer or End Users for queries executed against such data via the Services.

"Customer Hosted Deployment" means the Software installed by or for Customer at Customer's premises or on a Customer-controlled server within a third-party data center. A Customer Hosted Deployment includes the In-Product Services.

"Customer Indemnified Materials" means Customer Data and Customer Brand Features.

"Confidential Information" means information that one party or its Affiliate ("Disclosing Party") discloses to the other party ("Recipient") under the Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. Customer Data is Customer's Confidential Information. Confidential Information does not include information that is independently developed by the recipient, is shared with the recipient by a third party without confidentiality obligations, or is or becomes public through no fault of the recipient.

"Control" means control of greater than 50% of the voting rights or equity interests of a party.

"Data Processing and Security Terms" means the then-current terms describing data processing and security obligations with respect to Customer Data described at <https://looker.com/trust-center/legal/customers/dpst>.

"Delegates" means the Recipient's employees, Affiliates, agents, or professional advisors.

"Deployment Attributes" means the quantified usage of the Services as specified on an Order Form, which include, but are not limited to the number of Instances, End Users, API calls or other licensing attributes defined by the Scope of Use.

"Documentation" means the user guides and manuals for the Services provided by Looker for Customer's own internal use.

"End User" or "Customer End User" means an individual that Customer permits to use the Services.

"Export Control Laws" means all applicable export and re-export control laws and regulations, including (a) the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, (b) trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control, and (c) the International Traffic in Arms Regulations ("ITAR") maintained by the U.S. Department of State.

"External Business Purposes" means use of the Services by or for the benefit of Customer's customers or clients and their users or other third parties.

"Fees" means the product of the amount of Services ordered by Customer multiplied by the Prices, plus any applicable Taxes.

"High Risk Activities" means activities where the use or failure of the Services would reasonably be expected to result in death, serious personal injury, or severe environmental or property damage (such as the creation or operation of weaponry).

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, and any regulations issued under it.

"including" means including but not limited to.

"Indemnified Liabilities" means any (a) settlement amounts approved by the indemnifying party, and (b) damages and costs finally awarded against the indemnified party and its Affiliates by a court of competent jurisdiction.

"In-Product Services" means the services hosted and made accessible by Looker through the Software, specifically licensing data, configuration backups, system error reports, data actions and support tickets.

"Instance" means one single configuration of the Software's administrative settings and Looker application database, subject to the platform restrictions detailed in the Order Form. Each Instance requires a unique Looker license key to operate. Multiple identically configured Looker Instances running with separate configurations are considered separate instances.

"Intellectual Property" or "IP" means anything protectable by an Intellectual Property Right.

"Intellectual Property Right(s)" means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

"Internal Business Purposes" means use of the Services by or for the benefit of Customer's internal operations.

"Jumpstart Enablement Services" means enablement and training services described in the Jumpstart Enablement Services Addendum. Jumpstart Enablement Services do not include PSO Services.

"Legal Process" means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, or other valid legal authority, legal procedure, or similar process.

"Liability" means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.

"Looker Hosted Deployment" means the Software installed by Looker on a web connected platform that is run in a third-party hosting facility designated by Looker. A Looker Hosted Deployment includes the In-Product Services.

"Looker Indemnified Materials" means Looker's technology used to provide the Services and Looker's Brand Features.

"Looker Technical Support Services" or "TSS" means the then-current technical support service provided by Looker to Customer under the Looker Technical Support Services Guidelines.

"Looker Technical Support Services Guidelines" or "TSS Guidelines" means the then-current technical support service provided by Looker to Customer described at <https://looker.com/trust-center/legal/customers/support-iss>.

"Notification Email Address" means the email address(es) designated by Customer in the Order Form.

"Order Form" means an order form issued by Looker and executed by Customer and Looker specifying the Services Looker will provide to Customer under this Agreement.

"Order Term" means the period of time starting on the Services Start Date for the Services and continuing for the period indicated on the Order Form unless terminated in accordance with the Agreement.

"Payment Due Date" means 30 days from the invoice date.

"PBL" means "Powered by Looker" and is used to describe the use of the Services for External Business Purposes.

"Prices" means the then-current applicable prices for the Services agreed to by Looker and Customer in an Order Form or amendment to this Agreement. Prices do not include Taxes.

"PSO Services" means advisory and consulting services described in the PSO Addendum. PSO Services do not include Jumpstart Enablement Services.

"Scope of Use" means Customer's specific use case for the Services as defined in an Order Form, which may include limitations on Customer's use for Internal Business Purposes and/or External Business Purposes.

"Services" means an integrated platform, including cloud-based infrastructure (if applicable), and software components (including any associated APIs) that enables businesses to analyze data and define business metrics across multiple data sources.

"Services Start Date" means either the start date described in the Order Form or, if none is specified in the Order Form, the date Looker makes the Services available to Customer.

"SLA" means the then-current service level agreements applicable to the Looker Hosted Deployment only, described at <https://looker.com/trust-center/legal/sla-lss>.

"Software" means any downloadable tools, including the licensed Looker data platform, and any other computer software provided by Looker for use in connection with the Services, and any copies, modifications, derivative works or enhancements thereto.

"Suspend" or "Suspension" means disabling access to or use of the Services or components of the Services.

"Taxes" means all government-imposed taxes, except for taxes based on Looker's net income, net worth, asset value, property value, or employment.

"Third-Party Legal Proceeding" means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).

"Trademark Guidelines" means Looker's Brand Terms and Conditions described at <https://www.google.com/permissions/trademark/brand-terms.html>.

"URL" means a uniform resource locator address to a site on the internet.

"URL Terms" means the AUP, Data Processing and Security Terms, the SLA, and the TSS.

"Use Restrictions" means the restrictions in Section 7.4 (Use Restrictions).

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## Jumpstart Enablement Services Addendum

This Jumpstart Enablement Services Addendum (the "Jumpstart Enablement Addendum") supplements and is incorporated into the Agreement between Looker and Customer. Terms defined in the Agreement apply to this Jumpstart Enablement Addendum.

1. Project Overview.

1.1. Objective. Jumpstart Enablement Services are designed to help Customer learn to use the Services. Jumpstart Enablement Services include the following:

- a. kick-off meeting;
- b. Software and data review;
- c. Developer training;
- d. Recommendation summary report; and
- e. Business user training.

1.2. Deliverables and Acceptance. There are no formal deliverables or acceptance criteria. Work is deemed accepted as it is performed.

2. Roles and Responsibilities.

2.1. Looker Responsibilities. Looker will assign an individual to assess Customer's needs and train Customer on how to use the Services (the "Looker POC"). The Looker POC will work with Customer's project manager to provide guidance to Customer on design, development, testing and deployment of Customer's applications using the Services.

2.2. Customer Project Manager. Customer will assign a project manager who will be responsible for coordinating Customer resources and ensuring that any required resources are made available to Looker to ensure timely delivery of the Jumpstart Enablement Services. Customer's project manager must have reasonable decision-making authority for work associated with the Jumpstart Enablement Services.

2.3. Customer Data Analyst. Customer will assign a data analyst(s) who will work with the Looker POC. Customer's data analyst(s) must have the appropriate technical skill set to deliver upon any work associated with the Jumpstart Enablement Services.

3. No Personal Data. Customer acknowledges that Looker does not need to process Personal Data to perform the Jumpstart Enablement Services. Customer will not provide Looker with access to Personal Data unless the parties have agreed in a separate agreement on the scope of work and any terms applicable to Looker's processing of such Personal Data.

4. Issue Resolution. A party will notify the other party of any issue that may risk completion of the Jumpstart Enablement Services. The parties agree to work in good faith to resolve any issue in a timely manner. Issues will be resolved by the Looker POC and Customer's project manager. The parties agree to escalate any issue(s) unresolved by the Looker POC and Customer's project manager to senior management.

5. Payment. Unless stated otherwise in the Order Form, Jumpstart Enablement Services Fees will be invoiced upon execution of an Order Form.

6. Project Term and Modifications.

6.1. Term. The Jumpstart Enablement Services will be completed within sixty (60) days of the kick off meeting. If in Looker's reasonable discretion, the Jumpstart Enablement Services are not completed within the timeframe specified herein, the Jumpstart Enablement Services will: (a) end and be considered completed, and Customer will transition to TSS for any further assistance needed or (b) Customer will execute an additional Order Form, subject to additional fees, to extend the timeframe for the Jumpstart Enablement Services.

6.2. Kick-Off Notice. Looker requires at least three (3) business days advance notice by Customer prior to the kick-off meeting.

6.3. Location. Unless otherwise stated in an Order Form, the Jumpstart Enablement Services will be performed remotely by the Looker POC. If Looker agrees to perform the Jumpstart Enablement Services at Customer's facilities, then (a) additional expenses may apply, and (b) Looker will comply with Customer's reasonable onsite policies and procedures made known to Looker in writing in advance.

6.4. Hours of Operation. The Jumpstart Enablement Services will be performed during Looker's business hours, based on the location of the Looker POC.

7. Additional Definition.

"Personal Data" means personal data that (a) has the meaning given to it in the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 ("GDPR") and (b) would cause Looker to be subject to GDPR as a data processor for Customer.

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## PSO Services Addendum

This Professional Services Addendum (the "PSO Addendum") supplements and is incorporated into the Agreement between Looker and Customer. This PSO Addendum applies to the advisory and consulting services described in this PSO Addendum that are designed to help Customer use the Services described in the Agreement. Terms defined in the Agreement apply to this PSO Addendum.

1. PSO Services.

1.1. Provision of PSO Services. Looker will provide PSO Services to Customer, subject to Customer fulfilling its obligations under Section 2.1 (Cooperation).

1.2. Deliverables and Acceptance. There are no formal deliverables or acceptance criteria. PSO Services are deemed accepted as performed.

1.3. Invoices and Payment. Unless stated otherwise in an Order Form, all Fees for PSO Services ordered under this PSO Addendum will be invoiced upon execution of the Order Form.

1.4. Personnel. The parties will determine which respective Personnel will be designated to engage with the other party to perform the PSO Services. If either party requests a change of Personnel and provides a reasonable and legal basis for such request, then the requested party will use commercially reasonable efforts to replace the assigned Personnel with alternative Personnel.

1.5. Location. The PSO Services, unless otherwise stated in an Order Form, will be performed remotely by Looker Personnel. If Looker agrees to perform PSO Services at Customer's facilities, then (1) additional expenses may apply and (2) Looker will comply with Customer's reasonable onsite policies and procedures made known to Looker in writing in advance.

1.6. Hours of Operation. The PSO Services will be performed during Looker's business hours, based on the location of assigned Looker Personnel.

2. Customer Obligations.

2.1. Cooperation. Customer will provide reasonable and timely cooperation in connection with Looker's provision of the PSO Services. Looker will not be liable for a

delay caused by Customer's failure to provide Looker with the information, materials, consents, or access to Customer facilities, networks, or systems required for Looker to perform the PSO Services. If Looker informs Customer of such failure and Customer does not cure the failure within 30 days, then (a) Looker may terminate any incomplete PSO Services and (b) in addition to Fees in Section 7(b) (Effect on Payment), Customer will pay actual costs incurred by Looker for the cancelled PSO Services.

2.2. No Personal Data. Customer acknowledges that Looker does not need to process Personal Data to perform the PSO Services. Customer will not provide Looker with access to Personal Data unless the parties have agreed in a separate agreement on the scope of work and any terms applicable to Looker's processing of such Personal Data.

### 3. Intellectual Property.

3.1. Background IP. Customer owns all rights, title, and interest in Customer's Background IP. Looker owns all rights, title, and interest in Looker's Background IP. Customer grants Looker a license to use Customer's Background IP to perform the PSO Services (with a right to sublicense to Affiliates and subcontractors). Except for the license rights under Section 3.2 (Looker Technology), neither party will acquire any right, title, or interest in the other party's Background IP under this PSO Addendum.

3.2. Looker Technology. Looker owns all rights, title, and interest in Looker Technology. To the extent Looker Technology is incorporated into any PSO Services project, Looker grants Customer a limited, worldwide, non-exclusive, non-transferable license (with the right to sublicense to Affiliates) to use the Looker Technology in connection with the project for Customer's Internal Business Purposes and, if applicable, its External Business Purposes, in conjunction with use of the Services during the Order Term. This PSO Addendum does not grant Customer any right to use materials, products, or services that are made available to Looker customers under a separate agreement, license, or addendum.

### 4. Warranties and Remedies.

4.1. Looker Warranty. Looker will perform the PSO Services in a professional and workmanlike manner, in accordance with practices used by other service providers performing services similar to the PSO Services. Looker will use Personnel with requisite skills, experience, and qualifications to perform the Services.

4.2. Remedies. Looker's entire liability and Customer's sole remedy for Looker's failure to provide PSO Services that conform with Section 4.1 (Looker Warranty) will be for Looker to use commercially reasonable efforts to re-perform the PSO Services. Any claim that Looker has breached the warranty as described in Section 4.1 (Looker Warranty) must be made within 30 days after Looker has performed the PSO Services.

### 5. Indemnification.

5.1. Indemnification Exclusions. Sections 17.1 (Looker Indemnification Obligations) and 17.2 (Customer Indemnification Obligations) in the Agreement will not apply to the extent the underlying allegation arises from (a) modifications to the Looker Indemnified Materials or Customer Indemnified Materials (as applicable) by anyone other than the indemnifying party or (b) compliance with the indemnified party's instructions, design, or request for customized features.

5.2. Infringement Remedies. Section 17.5 (Remedies) in the Agreement also apply to the PSO Services project.

5.3. Indemnified Materials. For the purposes of Section 17 (Indemnification) in the Agreement, "Customer Indemnified Materials" and "Looker Indemnified Materials" have the meanings set forth in Section 12 (Additional Definitions) in this PSO Addendum.

6. PSO Services Term and Modifications.

6.1. Term. The Term of the PSO Services will be designated in the Order Form.

6.2. Change Order. If Customer requires changes to the scope or timing of the PSO Services, Customer agrees to discuss such changes with Looker. If Looker, in its sole discretion, agrees to modify the scope of the PSO Services, the parties agree to work in good faith to memorialize the changes in an amended Order Form.

7. Effects of Termination. If this PSO Addendum or an Order Form under this PSO Addendum expires or terminates, then:

a. Effect on PSO Services. The rights under the Agreement granted by one party to the other regarding the PSO Services will cease immediately except as described in this Section 7 (Effects of Termination), and Looker will stop work on the PSO Services.

b. Effect on Payment. Customer will pay for (i) PSO Services, including work-in-progress, performed before the effective date of termination or expiration and (ii) any remaining non-cancellable Fees. Looker will send Customer a final invoice for payment obligations under the Order Form.

c. Survival. The following Sections of this PSO Addendum will survive expiration or termination of this PSO Addendum: 3 (Intellectual Property), 5 (Indemnification), 7 (Effects of Termination), and 12 (Additional Definitions).

8. Issue Resolution. Each party's respective Personnel will notify the other party of any issues that may risk completion of the PSO Services. The parties agree to work in good faith to resolve any issue in a timely manner. The parties agree to escalate any issue(s) unresolved by Personnel to senior management.

9. Hardware Assessment. If Customer requests Looker to provide a sizing and performance evaluation of hardware as part of the PSO Services, as described in the Order Form, Customer acknowledges and agrees that such evaluation shall be provided by Looker on an advisory and informational basis and Customer will remain solely responsible for ensuring that the platform's hardware capacity and scalability meets the requisite requirements.

10. Insurance. During the Term of the Agreement, each party will maintain, at its own expense, appropriate insurance coverage applicable to performance of the party's respective obligations under the Agreement, including general commercial liability, workers' compensation, automobile liability, and professional liability.

11. Termination of Previous Agreements. If Looker and Customer have previously entered into an agreement for Looker to perform similar professional services, then that agreement will terminate on the date of the last party's signature effectuating this PSO Addendum, and the Agreement will govern the provision and use of the PSO Services going forward.

12. Additional Definitions.

"Background IP" means all Intellectual Property Rights owned or licensed by a party (a) before the Effective Date of the applicable Order Form or (b) independent of the PSO Services.

"Customer Indemnified Materials" means (a) Customer Background IP and any other information, materials, or technology provided to Looker by Customer in connection with



the PSO Services (in each case, excluding any open source software) and (b) Customer's Brand Features. Customer Indemnified Materials do not include Looker Technology or deliverables.

"Looker Indemnified Materials" means (a) Looker Technology (in each case, excluding any open source software) and (b) Looker's Brand Features. Looker Indemnified Materials do not include Customer Background IP.

"Looker Technology" means (a) Looker Background IP; (b) all Intellectual Property and know-how applicable to Looker products and services; and (c) tools, code, algorithms, modules, materials, Documentation, reports, and technology developed in connection with the PSO Services that have general application to Looker's other customers, including derivatives of and improvements to Looker's Background IP. Looker Technology does not include Customer Background IP or Customer Confidential Information.

"Personal Data" means personal data that (a) has the meaning given to it in the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 ("GDPR") and (b) would cause Looker to be subject to GDPR as a data processor for Customer.

"Personnel" means a party's and its Affiliates' respective directors, officers, employees, agents, and subcontractors.

"PSO Services" means the advisory and consulting services described on the Order Form designed to help Customer use the Services described in the Agreement.