BI CONNECTOR SOFTWARE LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into by and between Guidanz, Inc. ("Licensor"), a California Corporation, with its principal place of business at 34412 Sea Mist Terrace, Fremont, CA 94555 and the company that has executed a Proposal (hereinafter "Customer") with the Licensor.

WHEREAS, Licensor provides BI Connector Software ("BI Connector"), which is more particularly described in the user manuals and other written materials created by Licensor to describe the functionality and use of the Software as specified in Exhibit A; and

WHEREAS, Licensee desires to acquire a non-exclusive, non-transferable license (or licenses) to use the Software and Documentation for its internal business purposes only and Licensor desires to grant Licensee the license (or licenses) in accordance with the terms set forth below.

BY EXECUTING A PROPOSAL, CUSTOMER EXPRESSLY ACCEPTS AND AGREES TO THE TERMS OF THIS AGREEMENT AS OF THE DATE SET FORTH IN THE PROPOSAL. IF CUSTOMER IS AN INDIVIDUAL AGREEING TO THE TERMS OF THIS AGREEMENT ON BEHALF OF THE CUSTOMER'S LEGAL ENTITY, CUSTOMER REPRESENTS THAT SUCH INDIVIDUAL HAS THE LEGAL AUTHORITY TO BIND SUCH ENTITY. IF CUSTOMER DOES NOT AGREE WITH THIS AGREEMENT, CUSTOMER MUST NOT EXECUTE THE PROPOSAL.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

1.1. "Authorized Users" means the number of identifiable unique persons consisting of Licensee personnel and outside consultants who are authorized to access and use the Software as determined by Licensee but not exceeding the maximum number of users paid for in accordance with Exhibit A, when applicable.

1.2. "Authorized Platform" means the operating platform that are defined as pre-requisites for the software.

1.3. "Authorized Sites" means the locations or countries that are not prohibited by U.S. government laws.

1.4. "Confidential Information" has the meaning set forth in Section 9.1.

1.5. "Documentation" means all user manuals and other written material created by icensor to describe the functionality or assist in the use of the Software, including

the materials and information specified in Exhibit A and D.

1.6. "Insolvency Event" means that either Party has filed for Bankruptcy under Title 11 U.S. Code Chapter 7.

1.7. "Licenses" includes any employee, consultant, or contractor of Customer, provided that the employee, consultant, or contractor is using the Software in the performance of his or her duties as an employee, consultant, or contractor of Licensee.

1.8. "License Fee" means the fee to be paid by Licensee to Licensor as consideration for the license granted under this Agreement and the right to use the Software and the associated Documentation.

1.9. "Licensor" means Guidanz, Inc., a California Corporation.

1.10. "Maintenance Addendum" means the Maintenance and Technical Support Agreement between the Parties attached to this Agreement as Exhibit B, which is an addendum to this Software License Agreement.

1.11. "Proposal" means the license quote, invoice, and payment that is used to purchase the license for the software.

1.12. "SLA" means the Service Level Agreement attached to this Agreement as Exhibit C.

1.13. "Software" means BI Connector Software ("BI Connector") or other computer programs or code as described herein in object code form only, and the Documentation. Software includes any updates, bug fixes, or other modifications. It does not include any version or edition of the Software that constitutes a separate product because of differences in function or features.

1.14. "Software Description" means the functionality and use of the Software that is contained in the Documentation, including the materials specified in Exhibit A.

1.15. "Third Party Software" means any other computer programs or code that is not BI connector Software.

2. GRANT OF LICENSE.

2.1. **Grant.** Subject to the terms and conditions set forth in this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable license (or licenses) to use the Software for internal business purposes only.

2.2. **License Restrictions.** Except as specifically granted in this Agreement, Licensor owns and retains all right, title, and interest in the Software, Documentation, and any and all related materials. This Agreement does not transfer ownership rights of any description in the Software, Documentation, or any related materials to Licensee or any third party. Licensee shall install and render the Software operational only on the Authorized Platform(s) at the Authorized Site(s). Licensee

shall not modify, reverse engineer, or decompile the Software, or create derivative works based on the Software. License shall not distribute the Software to any persons or entities other than Licensee's employees, consultants, or contractors. Licensee may not sell the Software to any person or make any other commercial use of the software. Licensee shall retain all copyright and trademark notices on the Software and Documentation and shall take other necessary steps to protect Licensor's intellectual property rights. Licensor or its duty appointed agents shall have the right at any time to inspect the Licensee's premises or computer network to verify the use of the Software is in accordance with the terms of this Agreement, including the number of users and configuration of the Software.

2.3. **BI Connector Edition Usage Restrictions**. BI Connector Desktop Edition shall be used to visualize OAC/OTBI/OBIEE/OAS data with Tableau Desktop or Tableau Prep or Power BI Desktop editions only. Use of BI Connector Desktop Edition to publish or share data in any format or means with other users without purchasing BI Connector Server Edition or Online User license will be deemed to be a material breach of this Agreement. To publish OAC/OTBI/OBIEE/OAS data to Tableau Server, Tableau Cloud (or Tableau Online), Power BI Service, Power BI Report Server, , or any other collaboration portal, Licensee must have a valid license of BI Connector Server Edition or BI Connector Online User.

3.   LICENSE FEES.

3.1. **License Fees.** In consideration for the license or licenses granted to Licensee under this Agreement, Licensee shall pay Licensor an annual subscription fee as defined in the invoice for the specific License Type selected by Licensee. Licensor shall deliver the Software and Documentation to Licensee upon payment or receipt of purchase order from the Licensee for the agreed upon annual subscription fee. All invoice amounts are due and shall be paid as per terms of the invoice. All amounts not paid as of the date on which payment is due shall bear interest at 1.5% per month or the maximum amount permitted by law, whichever is less. Failure of Licensee to make any undisputed payment as of the date on which payment is due will be deemed to be a material breach of this Agreement and shall be sufficient cause for termination of this Agreement under Section 5.2.

3.2. **Taxes.** In addition to other amounts payable under this Agreement, Licensee shall pay any and all federal, state, municipal, or other taxes, duties or fees currently or subsequently imposed on Licensee's use of the Software or the payment of the license fee to Licensor, other than taxes assessed against Licensor's net income. Such taxes, duties, fees, or other charges shall be paid by Licensee or Licensee shall provide the appropriate authority with evidence of exemption from such tax, duty, fee, or charge. If Licensor is required to pay any such tax, duty, fee, or charge related to services and software provided to Licensee under this Agreement (excluding taxes assessed against Licensor's net income), Licensee shall promptly reimburse Licensor any such amounts.

4.   LICENSOR'S OBLIGATIONS.

4.1.   **Deliverables**. Upon execution of this Agreement, Licensor shall deliver the Software to Licensee in binary form in a mutually agreed manner together with the Documentation. Licensor shall deliver bug fixes and maintenance releases for the Software in accordance with the terms of the Maintenance Addendum.

4.2.   **Support and Maintenance.** Licensor shall provide Licensee with technical support in connection with Licensee's use of the Software according to the Maintenance Addendum which is Exhibit B of this agreement and the SLA which is Exhibit C of this Agreement.

5.   TERM AND TERMINATION.

5.1.   **Term.** This Agreement, and any license granted under this Agreement, becomes effective immediately upon the Effective Date. This Agreement shall continue in effect until the expiration of the Licensee's rights in the Annual Subscription period or unless terminated earlier in accordance with this Section 5.

5.2.   **Termination for Cause.** Either party, as applicable, shall have the right, in addition and without prejudice to any other rights or remedies, to terminate this Agreement as follows:

5.2.1.   by Licensor, immediately, if Licensee fails to pay the amounts due to Licensor pursuant to this Agreement by the date due;

5.2.2.   by either party, upon the material breach by the other of any term or condition of this Agreement that is not cured within thirty (30) days of receipt by the party in default of a notice specifying the breach and requiring its cure; or

5.2.3.   by either party, effective immediately upon written notice if: (a) all or a substantial portion of the assets of the other party are transferred to an assignee for the benefit of creditors, to a receiver, or to a trustee in bankruptcy; (b) a proceeding is commenced by or against the other party for relief under bankruptcy or similar laws; (c) the other party is adjudged bankrupt; or (d) the other party is in breach of Section 8 (Confidentiality).

5.3.   **Rights on Termination.** Licensor has and reserves all rights and remedies that it has by operation of law or equity to enjoin the unlawful or unauthorized use of the Software or Documentation. Upon termination, all rights granted to Licensee under this Agreement cease and Licensee will promptly cease all use and reproduction of the Software and Documentation. Upon termination, Licensee will promptly return all copies of the Software to Licensor or destroy all of Licensee's copies of the Software and so certify to Licensor in writing within five (5) days of termination. In the event this Agreement is terminated prior to the completion of the Annual Subscription period, Licensee shall pay Licensor the remaining balance owed for the Annual Subscription period (as applicable). Both parties acknowledge that this payment represents a reasonable estimate of Licensor's damages in the event of an

early termination. Sections 2, 6, 7, and 8 shall survive the termination or expiration of this Agreement as will any cause of action or claim of either party, whether in law or in equity, arising out of any breach or default hereunder.

6.   WARRANTIES, DISCLAIMER, AND LIMITATIONS.

6.1.   **Limited Warranty.** Licensor hereby warrants to Licensee that: (a) Licensor is the owner of the Software and the Documentation or has the right to grant to Licensee the license or licenses to use the Software and Documentation in the manner and for the purposes set forth in this Agreement without violating any rights of a third party; and (b) that the Software will substantially conform to the Software Description, provided that, and only to the extent that, Licensee notifies Licensor in writing within ninety (90) days after the receipt of the Software of any material non-conformity of the Software with such description. Licensor's sole liability and Licensee's exclusive remedy under this limited warranty will be, at Licensor's option, either (a) replacement of the non-conforming Software, (b) repair, correction, or a workaround of the non-conformance, or (c) the return of the license fees paid for the non- conforming Software. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

6.2.   **Disclaimer.** THE WARRANTIES SET FORTH IN SECTION 6.1, ABOVE, ARE IN LIEU OF, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (a) ANY WARRANTY THAT THE SOFTWARE IS ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS (b) ANY AND ALL IMPLIED WARRANTIES THAT THE SOFTWARE WILL OPERATE WITH FUTURE VERSIONS OF THIRD PARTY SOFTWARE; AND (c) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.   INDEMNITY.

7.1.   Indemnification by Licensee. Licensee will, at its expense, indemnify, defend, and hold Licensor harmless against any and all claims, damages, liabilities, fines, costs, and/or expenses, including costs of litigation and reasonable attorneys' fees, which Licensor may incur, based upon or arising out of (a) any use of the Software by Licensee in breach of this Agreement, (b) Licensee's data, files, and content transmitted, shared, or stored using the Software, (c) Licensee's obligations with respect to any third party or Third Party Software, or (d) any claims arising out of the gross negligence or willful misconduct of Licensee. In its defense of any such claims, Licensee shall make no admission without Licensor's express consent and may not settle any claim unless it unconditionally releases Licensor of all liability. Licensor will provide reasonable assistance to Licensee with regard to any such claims. The terms of this paragraph shall survive the termination of this Agreement and shall apply to any controlling person, director, officer, employee or affiliate of

Licensee.

7.2. Indemnification by Licensor. Licensor shall indemnify and defend Licensee against any third-party claims (i) resulting from Licensor's negligence or willful misconduct or (ii) that the Software infringes or violates any intellectual property rights of third parties. In the event any infringement as mentioned in sub item (ii) occurs, or, may occur, or if Licensee is prohibited by a court order from using the Software, then, Licensor shall at its expense either (i) procure for Licensee the right to continue using the Software or any part thereof, (ii) replace the Software with a non-infringing functionally equivalent, or (iii) modify the same so as to make it non-infringing while remaining functionally equivalent. Notwithstanding the foregoing, Licensor shall have no liability regarding any claim arising out of: (a) Licensee's use of any Software other than a current, unaltered release of the Software, (b) any modification or derivation of the Software not explicitly authorized in writing by Licensor, or (c) non-compliance by Licensor of license agreements to any Third Party Software. Licensee will give Licensor prompt written notice of claims made against it for which it seeks indemnity. Licensee will give Licensor sole control of the defense and settlement of any such claims to Licensor. Licensee will give reasonable assistance to Licensor with regard to any such claims.

8.   LIMITATION OF LIABILITY.

8.1.   NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST DATA, PROFITS, SALES, OR BUSINESS EXPENDITURES OR LOSS OF ANY GOODWILL, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8.2.   EXCEPT FOR THE INDEMNIFICATION PROVIDED IN SECTION 7, THE TOTAL CUMULATIVE LIABILITY OF LICENSOR HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE LICENSE FEES PAID BY LICENSEE TO LICENSOR DURING THE TWELVE-MONTH PERIOD PRECEEDING THE INCIDENT THAT GAVE RISE TO THE CAUSE OF ACTION.

9.   CONFIDENTIALITY.

9.1.   **Confidential Information.** Each party acknowledges that it may receive confidential information and trade secrets from the other party while carrying out

the actions contemplated by this Agreement. Confidential Information means all information, in any form, furnished or made available directly or indirectly by a party (the "Disclosing Party") to the other party (the "Receiving Party") that is disclosed whether orally or in writing that (a) is designated as confidential or is reasonably understood to be confidential given the nature of the information; or (b) relates to the business, business plans, strategies, or finances of the parties and its clients, information regarding software specifications, features, functionality, product roadmaps and software defects, whether or not such information is labeled as confidential. Such information shall be considered Confidential Information regardless of whether it was provided by the Disclosing Party prior to, or after the signing of this Agreement. Licensor's Confidential Information expressly includes all Software and related documentation. Any data or information stored electronically or on backup media will be deemed Confidential Information subject to the protections hereunder.

9.2. **Non-Disclosure and Use.** The parties shall only use Confidential Information in accordance with this Agreement, unless the parties agree otherwise in writing. Notwithstanding anything contained in this Agreement, neither party is obligated to disclose any Confidential Information to the other party. Both Parties acknowledge and agree that the Confidential Information shall remain the sole and exclusive property of the Disclosing Party. The parties may use the other party's Confidential Information solely for performing that party's obligations under this Agreement. The parties shall require any recipient of Confidential Information to abide by the restrictions of this Agreement concerning the Confidential Information before disclosing such Confidential Information to the recipient. During the period this Agreement is in effect, and at all times afterwards, each party, and its employees, contractors, consultants, and agents, will: (a) safeguard the other party's Confidential Information with the same degree of care that it uses to protect its own confidential information but in no event less than reasonable care; (b) protect and maintain the confidentiality of this information; (c) use and disclose such information only in order to exercise its rights and to perform its obligations under this Agreement; (d) limit the disclosure of Confidential Information to those employees and third parties who have a need to access the Confidential Information and who have executed a non- disclosure agreement with the receiving party; and (e) not disseminate, disclose, sell, publish, or otherwise make available the information to any third party without the prior written consent of the disclosing party, except as permitted in this Agreement. This Section shall survive termination of this Agreement.

9.3. **No Modification of Confidential Information.** Licensee shall not copy, decompile, modify, reverse engineer, or create derivative works out of the Licensor's Confidential Information.

9.4. **Limitations on Confidentiality Restrictions.** Nothing in this Section 9 shall prohibit or limit either party's use of information if the Receiving Party establishes that the information: (a) is already lawfully in the Receiving Party's possession (unless received pursuant to a nondisclosure agreement); (b) is or becomes generally

available to the public through no fault of the Receiving Party; (d) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (e) is disclosed to the Receiving Party by a third party who may transfer or disclose such information without restriction; (f) is disclosed by the Receiving Party with the Disclosing Party's approval; and (g) is independently developed by the Receiving Party without any use of Confidential Information.

9.5. **Injunctive Relief for Breach.** Licensor and Licensee acknowledge that any breach of this Section 9 by a Receiving Party will irreparably harm the disclosing party. Accordingly, in the event of any breach or threatened breach of these obligations, the Disclosing Party shall be entitled to injunctive relief in addition to any other remedies that the Disclosing Party may have at law or in equity.

9.6. **Court Ordered Disclosure.** Neither party shall be liable for the disclosure of Confidential Information if made in response to a valid order of a court or authorized agency of government; provided, that notice is given promptly to the party whose Confidential Information is to be so disclosed so that such party may seek a protective order and/or engage in other efforts to minimize the required disclosure. The parties shall cooperate in seeking the protective order and engaging in such other efforts.

10. EXPORT CONTROLS AND RESTRICTED RIGHTS.

10.1. **Export Controls.** The Software, Documentation, and all underlying information or technology may not be exported or re-exported into any country to which the U.S. has embargoed goods, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. Licensee shall not export the Software or Documentation or any underlying information or technology to any facility in violation of these or other applicable laws and regulations. Licensee represents and warrants that it is not a national or resident of, or located in or under the control of, any country subject to such export controls.

10.2. **Restricted Rights.** The Software and Documentation are provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1) of the Commercial Computer Software- Restricted Rights clause at FAR 52.227-19, subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraph (d) of the Commercial Computer Software—Licensing at NASA FAR supplement 16-52.227-86, or their equivalent, as applicable.

11. GENERAL.

11.1. **Assignment.** Neither party may assign or transfer its rights or delegate its obligations under this Agreement without the other party's prior written consent, which will not be unreasonably withheld, provided, however, that neither party's

consent shall not be required if a party assigns this Agreement to an affiliate or in connection with a merger, acquisition or sale of all or substantially all of its assets. This Agreement shall be binding upon the successors and assigns of the parties to this Agreement.

11.2. **Entire Agreement.** This Agreement, along with the Addendum and Exhibits attached and referenced in this Agreement, constitutes the final and complete understanding between the parties and replaces and supersedes all previous oral or written agreements, understandings, or arrangements between the parties with respect to the subject matter contained in this Agreement. This Agreement may not be modified or amended except in a writing signed by an authorized officer of each party.

11.3. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

11.4. **Notices.** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth in the Proposal, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

11.5. **Publicity.** Without the prior written consent of the other party, neither party shall disclose the existence or terms and conditions of this Agreement, except as is reasonably necessary to a party's bankers, attorneys, or accountants or except as may be required by law.

11.6. **Independent Contractor.** Nothing in this Agreement shall be deemed to create an employer-employee, principal-agent, or joint venture relationship. Neither party shall have the authority to enter into any contracts on behalf of the other party.

11.7. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, and the federal or state courts in Alameda County, California shall be the exclusive venue for the resolution of disputes arising under this Agreement.

11.8. **Severability.** In case any provision of this Agreement is held to be invalid, unenforceable, or illegal, the provision will be severed from this Agreement, and such invalidity, unenforceability, or illegality will not affect any other provisions of this Agreement.

11.9. **Force Majeure.** Neither party will be liable to the other for any delay or failure to fulfill obligations, except for payment obligations, due to any force majeure event, including but not limited to, acts of God, fire, earthquake, explosion, landslide, lightning, flood, or adverse weather not reasonably anticipated, riots, civil

disturbance, epidemic, strikes, lockouts, acts of terrorism or war, failure of public utilities or common carriers, or any other event outside of their reasonable control. If such reasons continue to prevent performance of either party's duties and obligations for a period of more than sixty (60) days the parties will consult with each other for the purpose of agreeing what action should be taken, provided that the performing party may terminate the affected services by written notice to the nonperforming party**.**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date written below.

GUIDANZ, INC.

By _____   By _____
        Authorized Signature   Authorized Signature

_____   _____
             Name   Name

_____   _____
             Title   Title
On _____   On _____
             Date   Date

LIST OF EXHIBITS:

EXHIBIT A – SOFTWARE SCHEDULE
EXHIBIT B – ANNUAL MAINTENANCE AND TECHNICAL SUPPORT
ADDENDUM
EXHIBIT C – SERVICE LEVEL AGREEMENT (SLA)
EXHIBIT D – Information on Telemetry Data Shared with Guidanz Inc.

EXHIBIT – A: SOFTWARE SCHEDULE

The Software included in this agreement and its features are provided below:

Edition Name	Included Features
BI Connector Desktop Edition	Connection from Tableau Desktop/Tableau Prep/ Power BI Desktop to Oracle BI (OBIEE) 10g/11g/12c/Oracle Analytics Cloud/Oracle Analytics Server/Oracle Transactional Business Intelligence/Oracle Taleo to access subject areas and reports
BI Connector Server Edition	Connection from Tableau Server/Bridge/Power BI On-Premise Gateway to Oracle BI (OBIEE) 10g/11g/12c/Oracle Analytics Cloud/Oracle Analytics Server/ Oracle Transactional Business Intelligence/Oracle Taleo to access subject areas and reports

1. LICENSING TERMS.

   1.1 **Term.** Subject to the provisions of this Agreement and upon payment of the License fees for the required number of BI Connector licenses(s) as defined below, the Licensee shall be granted a non-exclusive, non-transferable, corresponding number of license(s) to the Software.

   1.2 **Definition of BI Connector Licenses.**

   BI Connector Desktop Edition User License: BI Connector Desktop User is licensed per Named User, with an annual subscription license.

   BI Connector Server Edition Core Based License: This is applicable if Licensee's Tableau Server is licensed based on CPU cores or if used with Power BI On-Premise Gateway. BI Connector Server Edition Core Based License is based on all the CPU cores used by the Tableau Server/QlikSense Server/Power BI On-Premise Gateway, with an annual subscription license. Each Production license includes two additional license for non-production use.

   BI Connector Server Edition User Based License: This is applicable if Licensee's Tableau Server is licensed based on number of users. It is licensed per user with annual subscription license. Licensor must acquire licenses for all Tableau Server Users. Licensee is required to verify and confirm at the end of every calendar quarter that the number of Tableau Server Users does not exceed the licensed BI Connector users.

   BI Connector Online User License: BI Connector for Tableau Cloud User License is required when data is published to Tableau Cloud using BI connector Desktop Edition for sharing the reports with the Tableau Cloud users. Licensee must acquire BI Connector Online User Licenses for all Tableau Cloud Users. The total number of Creators, Explorers, and Viewers on the Tableau Cloud will be accounted for calculating the price of BI Connector Server edition. Licensee is required to verify and confirm at the end of every calendar quarter that the number of Tableau Cloud Users

does not exceed the licensed BI Connector Online users

1.3 **Reporting Requirements.** Licensor has, at its sole discretion, the right to audit Licensee's records for number of BI Connector licenses and Tableau, Power BI licenses and verify that the Licensee is confirming to the definition of BI Connector licenses in this Agreement. Licensor shall provide Licensee with ten (10) days advanced notice prior to commencing with an audit of Licensee's records.

EXHIBIT – B: ANNUAL MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

1. SOFTWARE COVERED.

The software covered in this Agreement is the Licensor's Software, as more fully described in EXHIBIT A: SOFTWARE SCHEDULE.

2. SUPPORT AND MAINTENANCE.

During the term of the Agreement, Licensor shall provide Licensee with technical support in connection with sub-Licensee's use of the Software according to the terms of this Addendum. Licensee shall pay Licensor the agreed upon annual subscription fee. Licensor shall provide Licensee with all modifications, bug fixes, and updates for the Software as part of this support and maintenance obligation.

Licensor will provide timely support based on the critical nature of the bugs and issues and as specified in EXHIBIT C: Service Level Agreement (SLA) Schedule attached hereto. Licensor will use best efforts to adhere to the time lines specified in the SLA Schedule. Support and maintenance shall not include the diagnosis and rectification of any fault resulting from:
(a) the improper use or operation of the Software
(b) the use of the Software on improper equipment;
(c) the failure by the Licensee to implement recommendations in respect of or solutions to faults previously advised by the Licensor;
(e) any repair adjustment alteration or modification of the Software by any person other than the Licensor without the Licensor's prior written consent;
(f) the use of the Software for a purpose for which they were not designed
(g) Changes in Third Party Software that impact the operation of the Software

3. LICENSEE SUPPORT.

The Licensee agrees to provide Licensor with sufficient support and test time on the Licensee's computer system to duplicate the problem, certify that the problem is with Licensor's Software, and certify that the problem has been corrected.

EXHIBIT C: SERVICE LEVEL AGREEMENT (SLA)

Critical (Level 1)	24 hours
Major (Level 2)	48-72 hours
Minor (Level 3)	5-7 working days

Service level requests shall be sent to Licensor by email (support@biconnector.com) or at its web portal: http://www.biconnector.com/support.

EXHIBIT D: Information on Telemetry Data
Shared with Guidanz Inc.

BI Connector is a product of Guidanz Inc. BI Connector helps users to connect Power BI to Oracle Fusion accounts, and Guidanz cannot read this data. No Oracle or Power BI data is shared with Guidanz. All customer data stays within the customer environments.
BI Connector collects user information for customer success purposes. The data is shared with Guidanz are mentioned below:

1. BI Connector captures the user info in the following screens in BI Connector, and routes them to the HubSpot CRM* used by Guidanz:
   a. Sign up page
   b. License activation page

   The email entered in the sign up page/license activation page are validated in Guidanz's email validation tool, Debounce*.

2. The license key entered in the License activation page is captured and validated with our licensing platform, Cryptlex*.

3. The BI Connector's support portal is managed in FreshDesk*, a customer support platform. The Knowledge Base maintained in this portal is accessible for the general public without signup. However, to file a ticket with BI Connector, the user needs to enter their Full name and Email, which are accessible to Guidanz.

4. When a successful data source connections is created in BI Connector Desktop or Server Edition, BI Connector sends a notification to the CRM against the contact record (identified by the email ID used for license activation). However, no information regarding the data source or username or password is shared with Guidanz Inc.

5. The BI Connector event logs are generated in the local machines on which the BI Connector is installed. These logs are not shared with Guidanz Inc. However Guidanz Team will request them for troubleshooting purposes and these files do not capture the actual data.

* Third-party solutions that Guidanz is using to capture the user info, license info and customer tickets. Subject to change in the future.