



WRITEBACK

Write-Back Cloud for Tableau Agreement

WB.EN.28.01

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1. Introduction and Acceptance of the Agreement

1.1 Agreement

This Agreement governs Customer's access to and use of Write-Back Cloud for Tableau, a software-as-a-service (SaaS) product made available by Write-Back for use with Tableau dashboards.

1.2 Acceptance of Terms

By accessing or using the Product, obtaining access credentials, accepting an Order Form, clicking an acceptance button, activating Evaluation Access or otherwise using the Product, Customer accepts this Agreement and agrees to be legally bound by it.

1.3 Authority to Bind Customer

If an individual accepts this Agreement on behalf of a company or other legal entity, that individual represents and warrants that he or she has authority to bind that entity to this Agreement. If the individual does not have such authority, or if Customer does not agree with this Agreement, Customer must not access or use the Product.

1.4 Direct Sales, Distributors, Marketplaces and Partners

This Agreement applies regardless of whether Customer acquires the Product directly from Write-Back or through a Distributor, Marketplace, Partner or other authorized channel. Customer's right to use the Product is always subject to this Agreement, the applicable Order Form and the Documentation.

1.5 Order of Precedence and Customer Terms

In the event of conflict, the following order of precedence applies: (a) the applicable Order Form, solely as to Product identification, Fees, Authorized Users, Subscription Term and expressly agreed commercial terms; (b) this Agreement; (c) the Documentation; and (d) the Privacy Policy, solely as to Write-Back's own

processing of Personal Data. Distributor, Marketplace or Partner terms apply only to Customer's procurement relationship with that third party and do not modify this Agreement unless expressly accepted by Write-Back in writing.

Write-Back shall not be bound by Customer's internal policies, codes of conduct, supplier standards, procurement rules or similar documents, including any updates or amendments thereto, unless expressly accepted by Write-Back in writing. Such documents shall not form part of this Agreement, modify this Agreement, impose additional obligations on Write-Back, or prevail over this Agreement.

2. Definitions

Affiliate	means, with respect to any person or entity, any entity that directly or indirectly controls, is controlled by, or is under common control with that person or entity.
Agreement	means this agreement, together with the applicable Order Form and any schedules, exhibits or addenda expressly incorporated by reference.
Authorized User	means any individual authorized by Customer to access or use the Product on Customer's behalf within the scope of the applicable Order Form, including an employee, contractor, consultant or agent of Customer, or personnel of a Customer Affiliate.
Business Day	means any day other than a Saturday, Sunday or public holiday in Portugal.
Cloud Infrastructure	means the third-party cloud hosting, network, storage, computing and related infrastructure used to make the Product available.
Confidential Information	means information disclosed by either Customer or Write-Back to the other that is designated as confidential or that should reasonably be understood to be confidential given its nature or the circumstances of disclosure, including

	business plans, technical data, Product information, source code, pricing, customer lists, security information and non-public commercial terms.
Customer	means the individual or legal entity that accepts this Agreement or receives access to the Product from Write-Back, a Distributor, a Marketplace or a Partner.
Customer Data	means all data, content, materials or information submitted, inputted, uploaded, or transmitted by or on behalf of Customer or Authorized Users through the Product, excluding Product Usage Data.
Customer Database	means the database or data repository controlled by Customer into which Customer Data submitted through the Product is stored.
Distributor	means a third party that purchases the Product from Write-Back and resells it to an end customer.
Documentation	means the user manuals, technical specifications, online help files and other product documentation made available by Write-Back, as updated from time to time.
Effective Date	means the date specified in the applicable Order Form or, if none is specified, the earliest date on which Customer first accesses, activates, receives access credentials for, or uses the Product, including any Evaluation Access.
Evaluation Access	means any free trial, evaluation access or other free access to the Product made available by Write-Back to Customer for internal evaluation purposes.
Evaluation Period	means the period during which Customer is permitted to access and use Evaluation Access, as specified by Write-Back or, if no period is specified, thirty (30) days from the date Customer activates such Evaluation Access.
Fees	means the fees payable for the Product, Maintenance, Authorized Users or other products or services specified in the applicable Order Form.

GDPR	means Regulation (EU) 2016/679, General Data Protection Regulation, as amended, replaced or supplemented from time to time.
Maintenance	means updates, enhancements, bug fixes, security patches and online technical support made generally available by Write-Back for the Product, subject to this Agreement.
Marketplace	means an online marketplace or procurement platform through which the Product may be purchased, including Microsoft marketplaces.
Order Form	means an ordering document agreed and executed by both Customer and Write-Back, which references this Agreement and specifies the applicable Product, Subscription Term, number of Authorized Users, Fees and any other applicable commercial terms.
Partner	means a third party authorized by Write-Back under a partnership agreement to market, sell, implement or support Write-Back products, including those identified on Write-Back's website from time to time.
Party	means either Customer or Write-Back, and Parties means Customer and Write-Back collectively.
Personal Data	means any information relating to an identified or identifiable natural person, as defined in the GDPR.
Privacy Policy	means Write-Back's privacy policy made available by Write-Back, as updated from time to time.
Product	means Write-Back Cloud for Tableau, the software-as-a-service (SaaS) product identified in the applicable Order Form and made available to Customer as a hosted service for use with Tableau, as more fully described in the Documentation and the applicable Order Form.
Product Usage Data	means metadata and technical information relating to the configuration, access, subscription status, performance and use of the Product, including the

	type of action performed and the timing of such action, but excluding Customer Data.
Service Desk	means Write-Back's online support portal or other support channel designated by Write-Back from time to time.
Subscription	means Customer's time-limited right to access and use the Product, together with Maintenance during the applicable Subscription Term, subject to this Agreement and the applicable Order Form.
Subscription Term	means the period during which Customer is entitled to access and use the Product and receive Maintenance under a Subscription, as set out in the applicable Order Form or otherwise determined in accordance with this Agreement, including any renewal period.
Tableau	means the third-party analytics and business intelligence platform with which the Product is designed to interoperate, including any applicable Tableau software, services, APIs, extension framework and related components.
Third-Party Platform	means any third-party software, platform, service, application, database, browser, operating system, cloud provider or other third-party technology with which the Product interoperates or on which the Product, Customer Data or Customer's use of the Product depends, including Tableau.
Write-Back	means WRITEBACK, LDA, a private limited liability company incorporated under the laws of Portugal, with corporate registration number 519.239.334, registered office at Praça do Príncipe Perfeito, no. 2, 3rd floor, 1990-278 Lisbon, Parque das Nações, Portugal.

3. Product

3.1 Product Functionality

The Product is a hosted software-as-a-service extension for Tableau. It enables Customer and its Authorized Users, within Customer's Tableau dashboards, to submit, update or otherwise write data to the Customer Database, allowing Customer to perform supported data entry, update, workflow or other actionable use cases without leaving its analytics environment.

3.2 Tableau as Third-Party Platform

The Product is designed to interoperate with Tableau, which is a third-party platform not provided or controlled by Write-Back. Customer is responsible for obtaining, maintaining and properly configuring all Tableau licenses, accounts, permissions, users, data sources, credentials, connectivity and related settings required to use the Product.

3.3 Documentation

Customer shall use the Product in accordance with the Documentation and any technical specifications, configuration requirements or usage instructions made available by Write-Back. Write-Back may update the Documentation from time to time to reflect product updates, changes, improvements or operational requirements.

3.4 Provision of the Product

The Product is provided remotely as a hosted service. Write-Back or its hosting providers operate the Cloud Infrastructure used to make the Product available. Customer accesses the Product remotely and is responsible for obtaining, maintaining and securing the internet connection, network, systems, devices, browsers, credentials, permissions and other resources required to access and use

the Product. Customer is not granted any right to install, host, copy or operate the Product in Customer's own environment.

3.5 Product Operation and Updates

Write-Back may operate, maintain, update, enhance, modify, replace or discontinue non-material features of the Product from time to time, including to improve functionality, performance, security, reliability, interoperability or compliance. Write-Back will use commercially reasonable efforts not to materially reduce the core functionality of the Product during the applicable Subscription Term, except as permitted under this Agreement or the applicable Order Form.

4. Order Forms and Sales Channels

4.1 Order Forms

Each Order Form identifies the applicable Product, Subscription Term, number of Authorized Users, Fees, payment terms, and any additional commercial terms.

4.2 Direct Sales

Where Customer purchases directly from Write-Back, Customer shall pay the Fees to Write-Back in accordance with the applicable Order Form.

4.3 Distributors and Marketplaces

Where Customer purchases through a Distributor or Marketplace, the Distributor or Marketplace may purchase the Product from Write-Back and resell it to Customer, or otherwise act as the commercial procurement channel. In such cases, payment terms, invoicing, taxes and purchase mechanics may be governed by the applicable Distributor or Marketplace terms, but Customer's use of the Product remains subject to this Agreement.

4.4 Partners

Where Customer purchases through a Partner, the Partner may act as an authorized sales channel for the Product and/or may assist with procurement, implementation, configuration or related analytics services. Where the Partner acts as the commercial procurement channel, payment terms, invoicing, taxes and purchase mechanics may be governed by the applicable Partner terms, but Customer's use of the Product remains subject to this Agreement. Any services provided by the Partner are independent from the Product and from Write-Back's obligations under this Agreement, unless expressly included in the applicable Order Form accepted by Write-Back.

5. Subscription and Grant of Rights

5.1 Grant of Rights

Subject to Customer's payment of the applicable Fees and compliance with this Agreement, the Documentation and the applicable Order Form, Write-Back grants Customer, during the Subscription Term, a limited, non-exclusive, non-transferable and non-sublicensable right to:

- (a)** access and use the Product solely for Customer's internal business purposes;
- (b)** permit Authorized Users to access and use the Product on Customer's behalf; and
- (c)** use the Product within the number of Authorized Users and any other limits or conditions set out in the applicable Order Form.

5.2 Authorized Users

The Product may be accessed and used only by the number of Authorized Users specified in the applicable Order Form. Authorized Users may include Customer's employees, contractors, consultants, agents and personnel of its Affiliates,

provided that they are designated by Customer to access and use the Product and act solely on Customer's behalf for Customer's internal business purposes. Access rights are personal to each Authorized User and may not be shared or used by more than one individual. Customer remains responsible for all acts and omissions of its Authorized Users.

Customer shall ensure that all Authorized Users keep their access credentials confidential, do not share them with any unauthorized person and comply with this Agreement, the Documentation and the applicable Order Form.

Seats assigned to Authorized Users may be reassigned from time to time, provided that such reassignment is not made so frequently as to enable a single seat to be shared between multiple users.

Customer shall promptly notify Write-Back of any unauthorized access to the Product, compromise of access credentials or security incident relating to Customer's account.

5.3 Additional Authorized Users

Customer may add Authorized Users only by purchasing the applicable additional Subscription rights and paying the corresponding Fees. The Product may not be accessed or used by more Authorized Users than the number specified in the applicable Order Form. Any access or use exceeding the number of Authorized Users set out in the applicable Order Form may result in additional Fees, suspension or termination in accordance with this Agreement.

5.4 Evaluation Access

If Write-Back makes Evaluation Access available to Customer, such Evaluation Access shall be subject to this Agreement, unless otherwise expressly agreed by Write-Back in writing. Customer may use Evaluation Access solely for internal evaluation purposes to assess whether to purchase a paid Subscription. Customer

may not use Evaluation Access for any other purpose, including commercial, production, professional, for-profit, competitive analysis or benchmarking purposes.

Evaluation Access shall be limited to the Evaluation Period. Unless Customer purchases a paid Subscription, Customer's right to access and use the Product shall automatically expire at the end of the Evaluation Period.

Upon expiry or termination of the Evaluation Period, Customer's Evaluation Access shall cease, and Customer may no longer have access to any Customer Data used in connection with such Evaluation Access. Customer is responsible for exporting or retaining any such Customer Data before the end of the Evaluation Period. Write-Back may suspend or terminate Evaluation Access at any time, for any reason and without liability, to the maximum extent permitted by applicable law.

If Customer subsequently purchases a paid Subscription, Customer's Evaluation Access shall terminate and Customer's continued access to and use of the Product shall be governed by this Agreement and the applicable Order Form, unless otherwise expressly agreed by Write-Back in writing.

5.5 No Sale or Transfer of Ownership

The Product is licensed or made available, not sold. No ownership right, title or interest in the Product, Documentation, source code, object code, know-how, technology or intellectual property is transferred to Customer.

6. Fees, Payment and Taxes

6.1 Fees

Customer shall pay the Fees specified in the applicable Order Form. Unless otherwise stated in the applicable Order Form, Fees are charged on an annual Subscription basis.

6.2 Payment Terms

Unless otherwise specified in the applicable Order Form or otherwise agreed by Write-Back in writing, Fees for a Subscription purchased directly from Write-Back shall be paid in full at the time of purchase, either by credit card or bank transfer.

If Write-Back agrees to invoice Customer instead of requiring payment at the time of purchase, Write-Back shall issue an invoice specifying the Fees payable for the applicable Subscription Term, and Customer shall pay such invoice within the period specified in the invoice, in the currency designated by Write-Back.

If Customer purchases a Subscription online through Write-Back's website, online store or other online purchase flow, Customer shall provide a valid payment method at the time of purchase and shall keep such payment information current and accurate. Customer authorizes Write-Back to charge all Fees when due, including renewal Fees, to the payment method provided by Customer.

6.3 Purchases Through Distributors or Marketplaces

If Customer purchases through a Distributor or Marketplace, Customer shall pay the applicable fees to that Distributor or Marketplace in accordance with the applicable commercial terms agreed with such Distributor or Marketplace.

Customer's rights to access and use the Product are subject to the existence of a valid order or entitlement confirmation for the applicable Subscription. If the Distributor or Marketplace notifies Write-Back that the applicable order or entitlement has been canceled, revoked, not renewed or is no longer valid due to Customer's failure to pay the Distributor or Marketplace, Write-Back may suspend or terminate Customer's access in accordance with this Agreement.

6.4 Taxes

Fees are exclusive of VAT, sales tax, duties, withholding taxes and similar charges, unless expressly stated otherwise. Customer is responsible for all taxes, duties and

charges arising from the purchase or use of the Product, other than taxes based on Write-Back's net income.

6.5 Late Payment

Late payments may accrue interest at the maximum rate permitted by applicable law or such lower rate as Write-Back may specify in the applicable Order Form. Customer shall reimburse Write-Back for reasonable costs of collection incurred due to late payment.

6.6 Non-Refundable Fees

Except as expressly stated in this Agreement or required by mandatory law, Fees are non-refundable and non-cancellable. Termination, suspension or non-use of the Product does not entitle Customer to a refund.

7. Term, Renewal, Suspension and Termination

7.1 Subscription Term

Unless otherwise specified in the applicable Order Form, each Subscription Term shall begin on the Effective Date and shall continue for twelve (12) months. If the Subscription is not renewed, Customer's access to the Product shall terminate at the end of the then-current Subscription Term.

7.2 Renewal

Unless otherwise specified in the applicable Order Form, Subscriptions shall automatically renew for successive twelve (12) month periods at Write-Back's then-current pricing, unless either Party gives written notice of non-renewal at least thirty (30) days before the end of the then-current Subscription Term.

7.3 Termination for Cause

Either Party may terminate this Agreement if the other Party materially breaches this Agreement and fails to cure the breach within thirty (30) days after written

notice. Write-Back may terminate immediately for any unauthorized use, reverse engineering, circumvention of license mechanisms, infringement of Write-Back's intellectual property, unlawful use, or breach that cannot reasonably be cured.

7.4 Suspension

Write-Back may suspend Customer's access to the Product, in whole or in part, if Customer fails to pay Fees when due, exceeds the number of Authorized Users or other limits set out in the applicable Order Form, creates a security risk, materially degrades the Product or Cloud Infrastructure, breaches this Agreement, the Documentation or the applicable Order Form, violates applicable law, or could expose Write-Back or other customers to liability. Write-Back may also suspend access where the applicable order or entitlement confirmation has been canceled, revoked, not renewed or is no longer valid in accordance with Section 6.3. Where reasonably practicable, Write-Back will provide notice of the suspension and an opportunity to remedy the relevant issue, unless immediate suspension is necessary to protect the Product, Cloud Infrastructure, Write-Back, Customer, other customers or any third party. Suspension is not termination, does not relieve Customer from payment obligations and does not limit Write-Back's other rights or remedies.

7.5 Effect of Termination or Expiry

Upon termination or expiry of the applicable Subscription Term, Customer's right to access and use the Product ceases. Customer remains responsible for exporting or maintaining Customer Data in the Customer Database and for any obligations accrued before termination or expiry.

7.6 Survival

Sections relating to Fees, Customer Data, privacy, use restrictions, intellectual property, confidentiality, warranties and disclaimers, indemnification, limitation of

liability, compliance, assignment and general provisions survive termination or expiry to the extent necessary to give them effect.

8. Customer Data and Privacy

8.1 Customer Data Ownership

As between the Parties, Customer retains all rights, title and interest in Customer Data. Customer grants Write-Back a limited right to use Customer Data only to the extent necessary to provide, support, secure or maintain the Product, and only where such use is technically necessary and permitted under this Agreement.

8.2 Customer Responsibility for Data

Customer is responsible for the lawfulness, accuracy, quality, integrity, reliability and content of Customer Data, and for obtaining all rights, permissions, notices and legal bases required for the submission and use of Customer Data through the Product.

8.3 No Storage, Backup or Recovery Service

The Product is not a storage, archiving, backup, recovery, retention or records management service. Customer Data submitted, updated or written through the Product is stored in the Customer Database, as configured and controlled by Customer. The Product enables Customer Data submitted or updated by Authorized Users to be written to tables or records in the Customer Database, but Customer remains responsible for providing, maintaining, securing, backing up and managing the Customer Database, including its availability, access permissions, integrity, retention, governance, archiving and disaster recovery. Write-Back does not, as part of the standard functionality of the Product, host, store, back up, retain, restore or otherwise maintain Customer Data in Write-Back

systems, except to the extent technically necessary to provide, support, secure or maintain the Product or as otherwise expressly agreed in writing.

8.4 Privacy and Personal Data

Write-Back may process limited Personal Data as an independent controller for account administration, billing, security, support, communications, Product Usage Data, analytics and product improvement, in accordance with its Privacy Policy and applicable law. Write-Back does not, as part of the standard functionality of the Product, process Customer Data on behalf of Customer as a processor.

8.5 Exceptional Processing on Behalf of Customer

If, exceptionally, Write-Back is required to process Personal Data on behalf of Customer, including in connection with authorized support, troubleshooting or remote assistance, the Parties shall enter into appropriate written data processing terms to the extent required by applicable law. No data processing addendum or processor terms shall apply unless expressly agreed in writing by the Parties.

8.6 Product Usage Data

Write-Back may collect, generate, store and use Product Usage Data for billing, security, support, maintenance, product analytics, product improvement, reporting, detection of misuse and subscription and entitlement compliance. Product Usage Data does not include Customer Data.

8.7 Prohibited or Sensitive Data

Customer shall not use the Product to submit data that is unlawful, malicious, infringing or outside the intended use of the Product. Customer shall not submit special categories of Personal Data, sensitive data, regulated data or high-risk data through the Product unless Customer has ensured that such use is lawful and technically appropriate and has obtained any required written agreement from Write-Back.

9. Maintenance and Support

9.1 Scope of Maintenance

During the Subscription Term, Maintenance includes updates, enhancements, bug fixes, security patches and online technical support made generally available by Write-Back for the Product.

9.2 Support Channel and Business Hours

Support requests relating to subscription or technical issues must be submitted through Write-Back's Service Desk or such other support channel as Write-Back may designate from time to time. Unless expressly agreed in the applicable Order Form, support is provided during Business Days, from 10:00 a.m. to 7:00 p.m. Central European Time, excluding Portuguese national holidays, and is not provided by telephone.

9.3 Included Support

Support may include technical service requests relating to the Product, including general configuration guidance, troubleshooting of product issues, upgrade-related assistance and post-implementation product issues relating to the Product. Write-Back will use commercially reasonable efforts to respond to support requests within twenty-four (24) business hours from receipt of the initial request, but does not guarantee that any issue will be resolved within that timeframe.

9.4 Support Exclusions

Unless expressly agreed in a separate statement of work or Order Form, support does not include:

- (a) Installation, configuration or management of Customer's Tableau environment, Customer Database, infrastructure, network, systems, devices, browsers, permissions or connectivity;

- (b) professional services, custom development, custom code development, API programming or use case implementation;
- (c) issues caused by Third-Party Platforms, including Tableau, database providers, browsers, operating systems or cloud providers;
- (d) network topology, environment, security, firewall, permission or connectivity issues;
- (e) Customer Database integrity, tuning, performance, optimization, backup, recovery or data quality issues;
- (f) issues caused by unsupported versions, unsupported configurations, Customer modifications, misuse or failure to follow the Documentation;
- (g) support in any language other than English or Portuguese, unless otherwise agreed by Write-Back in writing.

9.5 Customer Cooperation

Customer shall provide timely information, screenshots, logs, error messages, configuration details, test cases, access permissions and cooperation reasonably requested by Write-Back to investigate and resolve support issues. Where reasonably practicable, Customer shall provide sanitized or anonymized materials and shall not disclose Customer Data unless strictly necessary to address the support request. Write-Back is not responsible for delays or failures caused by Customer's lack of cooperation, incomplete information or circumstances outside Write-Back's reasonable control.

9.6 No Separate Professional Services

This Agreement does not include consulting, implementation, development, migration, integration, training or other professional services. Any such services must be agreed separately in writing and may be subject to additional fees and terms.

9.7 Service Level Agreement

While Write-Back will use commercially reasonable efforts to maintain the availability of the Product and to restore service promptly in the event of an interruption, Write-Back does not provide any uptime commitment, service level agreement, service credits or independent availability warranty for the Product. Availability may depend on Cloud Infrastructure, Third-Party Platforms, Tableau, internet connectivity, maintenance, security events, Customer systems and other factors outside Write-Back's reasonable control.

10. Use Restrictions

10.1 Permitted Use

Customer may use the Product only for its internal business purposes, in accordance with this Agreement, the applicable Order Form, the Documentation and applicable law.

10.2 Prohibited Acts

Customer shall not, and shall not permit any third party to:

- (a)** copy, modify, adapt, translate, alter, create derivative works from, reverse engineer, decompile, disassemble or attempt to derive source code from the Product, except to the extent expressly permitted by mandatory law;
- (b)** sell, resell, sublicense, rent, lease, distribute, transfer, assign, disclose or otherwise make the Product available to any third party except Authorized Users;
- (c)** use the Product for hosting, outsourcing, timesharing, service bureau, managed services or similar third-party services, unless expressly authorized by Write-Back;
- (d)** remove, obscure or alter proprietary notices, trademarks, copyright notices or other markings;

- (e) circumvent, disable, interfere with or attempt to defeat license mechanisms, entitlement checks, technical protection measures, access controls, Product Usage Data reporting or security mechanisms;
- (f) use the Product to develop, train, benchmark or improve a competing product or service;
- (g) use the Product unlawfully, abusively, fraudulently, in a way that infringes third-party rights, or in a way that could damage Write-Back, the Product or other customers.

10.3 Responsibility for Authorized Users

Customer is responsible for ensuring that all Authorized Users comply with this Agreement. Any breach by an Authorized User is deemed a breach by Customer.

11. Intellectual Property

11.1 Write-Back Ownership

Write-Back and its licensors retain all rights, title and interest in and to the Product and Documentation, including all underlying software, source code, object code, architecture, designs, workflows, algorithms, interfaces, know-how, trade secrets, trademarks, service marks, improvements, updates, enhancements, modifications, derivative works and all related intellectual property rights.

11.2 Reservation of Rights

All rights not expressly granted to Customer are reserved by Write-Back. No implied licenses are granted. Customer is not granted any rights in or to Write-Back's trademarks, service marks, trade names, logos or branding, except to the extent expressly authorized by Write-Back in writing.

11.3 Feedback

Customer may provide suggestions, comments, ideas, improvements or other feedback relating to the Product. Write-Back may freely use, exploit, incorporate and commercialize such feedback without restriction, attribution or compensation, provided that Write-Back does not disclose Customer's Confidential Information.

11.4 Third-Party Code

The Product may contain or be provided with third-party software, libraries, components, open-source software, SDKs, embedded software or other materials licensed from third parties ("**Third-Party Code**"). Write-Back is responsible for obtaining and maintaining the rights required for Third-Party Code as integrated and used within the Product. Third-Party Code may be subject to applicable third-party license terms solely to the extent required by those terms. Customer may use Third-Party Code only as integrated within the Product and may not extract, use independently or redistribute unless expressly permitted by the applicable third-party license terms.

11.5 Notice of Infringement

Customer shall promptly notify Write-Back if Customer becomes aware of any actual or suspected infringement, misappropriation or unauthorized use of the Product, Documentation or Write-Back's intellectual property rights.

11.6 Customer Data

Nothing in this Agreement transfers ownership of Customer Data to Write-Back.

12. Warranties and Disclaimers

12.1 Limited Product Warranty

Write-Back warrants that, during the Subscription Term, the Product will operate substantially in accordance with the Documentation when used in accordance

with this Agreement, the Documentation and the applicable technical requirements.

12.2 Remedy

If the Product does not conform to Section 12.1, Customer shall notify Write-Back through the Service Desk with sufficient detail to reproduce the issue. Write-Back's sole obligation and Customer's exclusive remedy is, at Write-Back's discretion, to use commercially reasonable efforts to correct the issue, provide a workaround, replace the affected functionality or terminate the affected Order Form and refund any prepaid unused Fees for the affected Product.

12.3 Exclusions

The limited warranty does not apply to issues caused by Customer Data, Customer modifications, unauthorized use, misuse, failure to follow the Documentation, unsupported versions, unsupported configurations, Third-Party Platforms, Tableau, Customer Database, Customer systems, network, hardware, internet connectivity, browsers, credentials, permissions, security settings, or any other factor outside Write-Back's reasonable control.

12.4 No Business Outcome Warranty

Write-Back does not warrant that the Product will meet Customer's specific requirements, achieve any business outcome, be uninterrupted, error-free or secure against all possible threats, or ensure the accuracy, completeness or integrity of Customer Data.

12.5 Malicious Code

Write-Back shall use commercially reasonable efforts designed to prevent the intentional introduction of malicious code into the Product. This does not apply to code, files or data introduced by Customer, Authorized Users, Third-Party Platforms or other third parties.

12.6 Disclaimer

Except as expressly stated in this Agreement and to the maximum extent permitted by applicable law, the Product, Maintenance and support are provided “as is” and “as available”, and Write-Back disclaims all warranties, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, title, non-infringement, uninterrupted operation and error-free performance.

13. Indemnification

13.1 IP Indemnity by Write-Back

Subject to this Agreement, Write-Back shall defend Customer against any third-party claim alleging that Customer’s authorized use of the Product infringes that third party’s intellectual property rights, and shall pay damages finally awarded by a competent court or agreed in a settlement approved by Write-Back.

13.2 Exclusions

Write-Back has no indemnification obligation to the extent a claim arises from: (a) Customer Data; (b) use of the Product in combination with products, data or services not provided by Write-Back; (c) modification by anyone other than Write-Back; (d) use outside the scope of this Agreement, the Order Form or Documentation; (e) failure to use an update or workaround made available by Write-Back; or (f) Customer’s breach of this Agreement.

13.3 Remedies for IP Claims

If a claim under Section 13.1 is made or, in Write-Back’s reasonable opinion, is likely to be made, Write-Back may provide or implement an update, replacement, modification or workaround that permits Customer to continue using the Product without infringement. If Customer action is reasonably required, Customer shall

cooperate with Write-Back and implement any reasonable instructions within a reasonable period. If Write-Back determines that no commercially reasonable solution is available, Write-Back may terminate the affected Subscription and refund any prepaid unused Fees for the affected Product. This Section states Write-Back's sole liability and Customer's exclusive remedy for any intellectual property infringement claim relating to the Product.

13.4 Customer Indemnity

Customer shall defend and indemnify Write-Back against third-party claims arising from Customer Data, unauthorized use of the Product, Customer's breach of this Agreement, violation of applicable law by Customer or Authorized Users, or infringement of third-party rights by Customer or Authorized Users.

13.5 Procedure

The indemnified Party shall promptly notify the indemnifying Party of the claim, provide reasonable cooperation, and allow the indemnifying Party to control the defense and settlement. The indemnifying Party may not settle a claim in a manner that admits fault or imposes non-monetary obligations on the indemnified Party without prior written consent, not to be unreasonably withheld.

14. Limitation of Liability

14.1 Exclusion of Indirect Damages

To the maximum extent permitted by applicable law, neither Party shall be liable for indirect, special, incidental, punitive, exemplary or consequential damages, or for loss of profits, loss of revenue, loss of business, loss of goodwill, loss of data, business interruption or cost of substitute goods or services, whether based on contract, tort, negligence, strict liability or any other theory, even if advised of the possibility of such damages.

14.2 Aggregate Liability Cap

To the maximum extent permitted by applicable law, each Party's aggregate liability arising out of or relating to this Agreement shall not exceed the Fees actually paid by Customer for the affected Product in the twelve (12) months preceding the event giving rise to the claim.

14.3 Exceptions

Nothing in this Agreement excludes or limits liability to the extent that such liability cannot be excluded or limited under applicable law. Customer's payment obligations are not subject to Section 14.2. The exclusions and limitations in Sections 14.1 and 14.2 do not apply to Customer's liability arising from: (i) infringement of Write-Back's intellectual property rights or (ii) the unauthorized sharing, sublicensing, distribution or commercial exploitation of the Product.

14.4 Allocation of Risk

The limitations and exclusions in this Agreement are an essential basis of the bargain between the Parties and reflect the allocation of risk and the Fees charged for the Product.

15. Publicity

15.1 Customer Name and Logo

During the Subscription Term, unless Customer opts out in accordance with Section 15.2, Customer grants Write-Back a limited, non-exclusive, royalty-free right to identify Customer as a Write-Back customer and to use Customer's name and logo for that purpose in customer lists, presentations, marketing materials and website references.

15.2 Opt-Out

Customer may opt out of the authorization in Section 15.1 by written notice to Write-Back. If Write-Back receives that notice at or before the time of purchase, the authorization shall not take effect and Write-Back shall not use Customer's name and logo for the purposes described in Section 15.1. If Write-Back receives the notice after the time of purchase, Write-Back shall use commercially reasonable efforts to remove Customer's name and logo from public-facing marketing materials under Write-Back's reasonable control within thirty (30) days and shall not include Customer's name or logo in new public-facing marketing materials. This obligation does not require Write-Back to recall, remove or modify materials already printed, distributed, published by third parties or otherwise outside Write-Back's reasonable control.

16. Confidentiality

16.1 Confidentiality Obligations

The receiving Party shall protect the disclosing Party's Confidential Information using at least reasonable care, use it only for purposes of this Agreement, and disclose it only to personnel, advisers and contractors who have a need to know and are bound by confidentiality obligations at least as protective as this Agreement.

16.2 Exclusions

Confidential Information does not include information that is or becomes publicly available without breach, was lawfully known before disclosure, is independently developed without use of Confidential Information, or is lawfully received from a third party without confidentiality restrictions.

16.3 Compelled Disclosure

The receiving Party may disclose Confidential Information to the extent required by law, court order or governmental authority, provided that it gives prompt notice where legally permitted and cooperates reasonably to limit disclosure.

16.4 Survival

Confidentiality obligations survive for five (5) years after termination or expiry of this Agreement. Trade secrets remain protected for so long as they qualify as trade secrets under applicable law.

17. Compliance

17.1 Compliance with Laws

Each Party shall comply with applicable laws and regulations in connection with this Agreement. Customer is responsible for ensuring that its use of the Product, Customer Data and Customer Database complies with applicable law.

17.2 Export Control and Sanctions

Customer shall not access, use, export, re-export or transfer the Product in violation of applicable export control, sanctions or trade compliance laws. Customer represents that it is not located in, organized under the laws of, or ordinarily resident in any jurisdiction subject to comprehensive sanctions, and is not a restricted party.

17.3 Anti-Corruption

Each Party shall comply with applicable anti-corruption and anti-bribery laws. Customer shall not use the Product in connection with any unlawful payment, bribe, kickback or other improper benefit.

18. Assignment

18.1 Assignment by Customer

Customer may not assign, transfer or novate this Agreement or any rights or obligations under it without Write-Back's prior written consent, except to a successor entity in connection with a merger, acquisition or sale of substantially all assets, provided that the assignee agrees in writing to be bound by this Agreement and Customer gives Write-Back prompt written notice.

18.2 Assignment by Write-Back

Write-Back may assign, transfer or novate this Agreement, in whole or in part, to an Affiliate, successor, acquirer or transferee in connection with a merger, acquisition, reorganization, financing, sale of assets, change of control or transfer of business, without Customer's consent.

18.3 Invalid Assignment

Any attempted assignment in breach of this Section is void.

19. General Provisions

19.1 Notices

Notices under this Agreement shall be in writing and delivered by email, courier or registered mail to the contact details specified in the applicable Order Form or to such other contact details as a Party may notify in writing. Notices to Write-Back shall be sent to mail@writeback4analytics.com, unless another notice address is specified in the applicable Order Form.

19.2 Entire Agreement

This Agreement, together with the applicable Order Form and documents expressly incorporated by reference, constitutes the entire agreement between the Parties regarding the Product and supersedes all prior or contemporaneous agreements, proposals, representations and understandings relating to the Product.

19.3 Amendments

Write-Back may amend this Agreement from time to time by giving Customer at least thirty (30) days' prior written notice. Any amendments shall not materially reduce Customer's rights or materially increase Customer's obligations during the then-current Subscription Term, unless required for legal, security, compliance or operational reasons, or unless Customer accepts the amendment.

If Customer does not agree with the proposed amendments, Customer may terminate the affected Subscription before the amendments become effective. Unless Customer terminates within that period, the amendments shall become effective on the date specified in the notice and shall thereafter form part of this Agreement.

19.4 Severability

If any provision of this Agreement is held invalid, illegal or unenforceable, that provision shall be enforced to the maximum extent permitted by law and the remaining provisions shall remain in full force and effect.

19.5 Waiver

A Party's failure or delay in exercising any right under this Agreement does not constitute a waiver of that right. A waiver must be in writing and applies only to the specific instance for which it is given.

19.6 Force Majeure

Neither Party is liable for delay or failure to perform due to events beyond its reasonable control, including natural disasters, war, terrorism, labor disputes, governmental acts, power failures, internet failures, denial-of-service attacks, failures of Third-Party Platforms or other events of force majeure. This Section does not excuse payment obligations.

19.7 Relationship of the Parties

The Parties are independent contractors. This Agreement does not create a partnership, joint venture, agency, fiduciary relationship or employment relationship between the Parties.

19.8 Governing Law and Jurisdiction

This Agreement, and any disputes or claims arising out of or in connection with it, including any non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of Portugal.

The courts of Lisbon, Portugal shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

Nothing in this Section prevents either Party from seeking interim, injunctive or equitable relief before any court of competent jurisdiction where such relief is necessary to protect its rights, including intellectual property rights, Confidential Information or unauthorized use of the Product.

19.9 Language

This Agreement is drafted in English. If it is translated, the English version prevails to the extent of any inconsistency, unless mandatory law requires otherwise.