

Dataedo 10 License Agreement

1. Parties

1) This license agreement (Agreement) is entered into by and between:

a) Dataedo Sp. z o. o., with its registered offices in Gdansk (address: Al. Grunwaldzka 472, 80-309 Gdansk, Poland; registration: District Court Gdansk-Polnoc in Gdansk, 7th Commercial Department of the National Court Register under no.: 0000491619; EU tax ID: PL5833163875; share capital: PLN 20 000.00; Dataedo), and

b) Customer, meaning either (i) an individual using trial or educational Plan, or (ii) an entity (such as a company or other legal person) - that has purchased a License and has been identified on the purchase order or otherwise.

2) By clicking "I accept" or otherwise accepting these terms and conditions, Customer is entering this Agreement. Unless expressly agreed otherwise in writing (hand-written, type-written, printed or electronically made, and resulting in a permanent record) by Customer and Dataedo (collectively, Parties), installation, copying, or other use of the Products (as defined in Section 2.1 of this Agreement) indicates Customer's acceptance of these terms and conditions.

2. Products

1) This Agreement sets forth the terms and conditions under which Customer and Users (as defined in Section 3.1 of this Agreement) may use Products, meaning (i) all software executables downloaded from Dataedo website and (ii) documents generated by such executables.

2) The Products include

a) Dataedo Desktop, meaning a Windows desktop application (64 and 32 bit) that is the main user interface for Editors (as defined in Section 3.2 of this Agreement);

b) Dataedo Administration Console, meaning a Windows desktop application that enables management of Users (as defined in Section 3.2 of this Agreement);

c) Dataedo Web Catalog, meaning a self-hosted web application that provides web access for Editors (as defined in Section 3.2 of this Agreement) and other Users;

d) Dataedo Repository, meaning a self-hosted central database where all metadata collected and created by Dataedo is stored, which may take one of the following forms:

i) File, that is Dataedo file format;

ii) Serve, that is a dedicated self-hosted Microsoft SQL Server database; or

iii) Azure, that is a dedicated self-hosted Microsoft Azure SQL database; and

e) Exports, meaning documents generated by Dataedo Desktop that provide Users with offline access to:

i) HTML, that is interactive HTML documents;

ii) PDF, that is a static PDF containing data documentation;

- iii) Excel, that is Microsoft Excel spreadsheet containing data documentation; or
- iv) DDL, that is a generation of DDL statements (create/alter table) for objects in the repository.

3. Users

- 1) Individuals using Products under this Agreement are collectively named Users.
- 2) Named Users are Users assigned by Customer to use Products under this Agreement. Named Users are identified by email address. Named User may be any individual, not necessarily Customer's employee. This Agreement defines the following types of Named Users:

- a) Editor (formerly Creator), who:

- i) can build a catalog, edit descriptions and documentation, and generate and share the Exports;
- ii) have full access to the Products' capabilities; and
- iii) have access to Dataedo Desktop, Dataedo Repository, Dataedo Administration Console, and Dataedo Web Catalog;

- b) Explorer (legacy plans), who:

- i) have read-only access to a catalog/documentation, and can contribute to documentation through a Data Community functionality; and
- ii) have access to Dataedo Web Catalog.

- 3) Free Users are Users that can access specific Products free of charge. Free Users do not need to be identified (may access Products anonymously). This Agreement defines the following type of Free User:

- a) Viewer (legacy plans), with read-only access to all Exports.

- b) Viewer/Community User who:

- i) have read-only access to all Exports; and
- ii) have read-only access to a catalog/documentation, and can contribute to documentation through a Data Community functionality; and
- iii) have access to Dataedo Web Catalog.

4. Plans

- 1) Products are licensed in certain pre-set packages varying in terms of components, functionalities, User categories, and level of support which are generally referred to as Plans.

- 2) The Plans come in the following variants:

- a) Data Dictionary (Legacy)

- i) Components:

- (1) Dataedo Desktop,
- (2) Dataedo Administration Console,
- (3) Dataedo Repository – File, Server, Azure, and
- (4) HTML, PDF, Excel, DDL Exports.

ii) Functionalities:

- (1) all available metadata connectors,
- (2) data dictionary,
- (3) table relationships,
- (4) ER diagrams,
- (5) subject areas/modules, and
- (6) 1 custom field.

iii) User types: Editors (number of users defined by subscription), Viewers (unlimited).

iv) Support level: Standard Support.

b) Metadata Manager (Legacy)

i) Same as Data Dictionary, but with following additional functionalities:

- (1) business glossary,
- (2) schema change tracking,
- (3) sensitive data discovery and classification,
- (4) data profiling,
- (5) data lineage, and
- (6) 10 custom fields.

ii) And support level: Priority Support.

c) Data Catalog (Legacy)

i) Same as Metadata Manager, but with additional components:

- (1) Dataedo Web Catalog_{LT}

ii) Additional functionalities:

- (1) 100 custom fields.

iii) Following user types: Editors (number of users defined by subscription), Explorers (number of users defined by subscription), Viewers (unlimited).

d) Dataedo

i) Same as Data Catalog, but with additional components.

ii) Following user types: Editors (number of users defined by subscription), Viewers/Community Users (unlimited).

e) Pro (Legacy)

i) Components:

- (1) Dataedo Desktop,
- (2) Dataedo Administration Console,
- (3) Dataedo Repository – File, Server, Azure, and
- (4) HTML, PDF, Excel, DDL Exports.

ii) Functionalities:

- (1) all available metadata connectors,
- (2) data dictionary,
- (3) table relationships,
- (4) ER diagrams,
- (5) modules/subject areas, and
- (6) 5 custom fields.

iii) User types: Editors (number of users defined by subscription), Viewers (unlimited).

iv) Support level: Standard Support.

f) Pro Plus (Legacy)

i) Same as Pro, but with 10 custom fields.

g) Enterprise (Legacy)

i) Same as Pro Plus, but with additional components:

- (1) Dataedo Web Catalog,

ii) Additional functionalities:

- (1) business glossary,
- (2) schema change tracking,

(3) sensitive data discovery and classification,

(4) data profiling,

(5) data lineage,

(6) data community, and

(7) 100 custom fields.

iii) User types: Editors (number of users defined by subscription), Explorers (formerly Enterprise Viewers, number of users defined by subscription), Viewers (unlimited).

iv) Support level: Priority Support.

h) Educational

i) Components:

(1) Dataedo Desktop,

(2) Dataedo Administration Console,

(3) Dataedo Repository – File, Server, Azure, and

(4) HTML, PDF, Excel, DDL Exports.

ii) Functionalities:

(1) all available metadata connectors,

(2) data dictionary,

(3) table relationships,

(4) ER diagrams,

(5) modules/subject areas, and

(6) 5 custom fields.

iii) User types: Editors (one user), Viewers (unlimited).

iv) Support level: not supported.

3) Dataedo may choose to offer custom Plans to selected Customers.

5. License

1) The Products are licensed, not sold. Dataedo retains all copyright, moral rights, and other intellectual property rights in the Products.

2) Dataedo grants Customer a non-exclusive, non-sublicensable, non-transferable, and worldwide License to download and run the Products and make any such number of copies as necessary for use, backup or archive purposes, for its internal use, in such Plan and under such other terms and

conditions as subscribed to. Customer is expressly prohibited from translating, modifying, creating derivative works based on the Products, and integrating them into or with other products.

3) The License is granted for specified number of Named Users of each type (specified on the purchase order). Customer must assign individuals as Named Users, and may change those individuals, but not more often than once in 30 days.

4) The License is granted for a specified limited period of time which is specified on the purchase order (Subscription Period). Upon the lapse of the Subscription Period, neither Customer nor Named Users are authorized to use the Products.

5) Dataedo may terminate this Agreement for cause upon 30 days' written notice to Customer of a material breach, such as use by in excess of the number of Named Users in the License, if the breach remains uncured at the expiration of the notice period. Any term or condition that by its nature is clearly intended to survive the expiration or termination of this Agreement, shall survive any expiration or termination of this Agreement.

6) Without prejudice to the foregoing, Dataedo grants Free Users access to Exports free of charge and without time limitations.

7) Customer has the right to upgrade Plan or add more Named Users at any point during the Subscription Period on a pro-rated basis.

8) Customer may set up unlimited number of Dataedo Repositories. Customer may access data in Dataedo Repository in read-only manner during and upon the lapse of the Subscription Period.

6. License – specific

1) Trial. By provision of a trial access, Dataedo grants Customer a License for the sole purpose of the Products' evaluation, for such limited time as determined by Dataedo. Dataedo reserves the right to terminate the trial at any point in time without notice. Once the trial period ends, Exports may be used only for evaluation and decision-making purposes. So licensed Products (Trialware) are provided "as is" and "as available", without any warranty of any kind; moreover, Dataedo disclaims all obligation and liability under this Agreement for any harm or damage arising out of or in connection with the Trialware.

2) License for education. Dataedo licenses Students (meaning, individuals enrolled in a university, college, high school, primary school, or a similar entity whose main purpose is education) and Teachers (meaning, individuals conducting classes, courses, lessons for Students in educational entities) to use Educational Plan, free of charge, for educational purposes. To obtain a free one-year License, Student or Teacher must have a personal email in the domain of an educational entity and use it to apply for such License on Dataedo website (). Dataedo reserves the right to reject any applications or terminate the License if it believes that they are not or will not be used according to its terms.

7. Support

1) Maintenance. During the Subscription Period Customer is entitled to all released and supported versions of the Products that are part of the subscribed Plan. All deliveries will be made electronically through Dataedo website (<https://dataedo.com>). All updates must be installed by Customer.

2) Hosting. Customer must create, secure, and maintain the environment and components necessary to operate Products with its own resources.

3) Support. Dataedo offers the following support levels included in paid subscriptions, namely:

a) Standard Support, including:

- i) response time: three business days;
- ii) online forum (<https://support.dataedo.com>);
- iii) email support (support@dataedo.com);
- iv) ticketing system (<https://dataedo.com/add-ticket>);
- v) live chat (available at <https://dataedo.com> or <https://dataedo.com/chat>);
- vi) onboarding webinars; and
- vii) individual onboarding consultation (one 30-minute session).

b) Priority Support, including:

- i) Standard Support with the following additions and modifications;
- ii) response time: two business days;
- iii) dedicated account manager;
- iv) quarterly 30-minute meetings; and
- v) individual onboarding – 60 minutes, 1-2 sessions.

8. Payment

1) In consideration of the License and other deliverables provided by Dataedo under this Agreement, Customer shall pay the subscription fees as specified on Dataedo website or quote provided by Dataedo representative.

2) Customer warrants that all payments to be made under this Agreement will be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If Customer is compelled to make any such deduction, it will pay to Dataedo such additional amounts as are necessary to ensure receipt by Dataedo of the full amount which Dataedo would have received but for the deduction.

9. Usage Data

1) Dataedo collects certain Products' usage data related to the following events, namely:

- a) installation and uninstallation of the Product (specific steps);
- b) Product launch;
- c) sign-up and License check;
- d) connection to a metadata repository;
- e) connection to the source; and
- f) use of one of the Product's key functions.

2) The usage data includes:

- a) date and time of an event;
- b) Product, Plan and version;
- c) operating system and version;
- d) metadata repository type and version;
- e) data source type and version, and connection attributes (excl. host, login or password); and
- f) User ID/email; and public IP address.

3) Dataedo does not collect on its servers the following data (that excludes data collected in Dataedo Repository):

- a) connection details,
- b) data schema details (table names, column names, code of stored procedures, etc.) from Customer's databases and data sources,
- c) actual data from Customer's databases and data sources.

4) The usage data is collected for the following purposes, namely:

- a) to be able to educate Customers by providing useful relevant information;
- b) to improve Products based on usage and feedback;
- c) to provide Customers with high quality support;
- d) to protect Dataedo from unlawful or fraudulent use of our Products;
- e) to inform Customer about new versions of Products, their new functionalities, and capabilities; and
- f) to have information and evidence of provision of services and protect Dataedo in case of disputes.

5) Customer can block this functionality using third party software that blocks outgoing network traffic (firewall).

10. Miscellaneous

1) **Functional Warranty.** Dataedo represents and warrants that, during the Subscription Period, the Products will substantially conform to relevant specifications provided by Dataedo, if any, or reasonable expectations.

2) **IP Warranty.** Dataedo represents and warrants that the Products do not and will not infringe any third-party's copyright or trade secrets rights protected in Poland. Dataedo represents and warrants that, to the best of Dataedo's knowledge as of the effective date of this Agreement with no further investigation, the Products do not infringe any third-party's patent or trademark rights protected in Poland.

3) Liability. In the event of breach of the Functional Warranty or IP Warranty, within the meaning set forth in Section 10.2 of this Agreement, Dataedo will, at its sole discretion, either:

- a) replace the Products with their conforming counterparts; or
- b) modify the Products to make them conforming; or
- c) terminate this Agreement and return the paid-up fee on a pro-rated basis. The preceding sentence provides for Customer's sole and exclusive legal remedies and Dataedo's sole and exclusive liability.

4) Limitation of liability. Dataedo liability to Customer under any provisions of this Agreement for damages finally awarded shall be limited to the amounts actually paid hereunder by Customer to Dataedo. To the extent allowable by law, Dataedo shall not be liable for indirect, incidental, special or consequential damages, including loss of use, loss of profits or interruption of business.

5) Sovereign immunity. The customer in no way waives any right to sovereign immunity. Customer represents that it has authority to enter into this contract and is its intent that the agreement be valid and binding on both parties.

6) Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by Dataedo in connection with this Contract is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). Dataedo represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

Pursuant to Section 119.0701(2)(b), Fla. Stat., Dataedo will be required to comply with public records laws, specifically to:

- a) Keep and maintain public records required by the public agency to perform the service.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Notwithstanding anything contained herein to the contrary, the provisions and requirements of this paragraph shall only apply if and when the Service Provider is acting on behalf of Florida Housing.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Corporation Clerk at:

Corporation Clerk
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Corporation.Clerk@floridahousing.org

7) Dataedo understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.

8) Dataedo understands and agrees to comply with the provisions of section 448.095, Fla. Stat.

9) Dataedo attests, under penalty of perjury, that it does not meet any of the criteria in Section 287.138(2)(a) – (c), Fla. Stat.

11. Final provision

1) Governing law and venue. This Agreement shall be governed by the laws of the State of Florida, and the venue shall be in Leon County. The Parties hereby consent to such personal and exclusive jurisdiction.

2) Non-assignment. Customer may not assign or transfer any part of its rights or obligations under this Agreement without Dataedo's prior written consent. Dataedo may assign or transfer any part of its rights or obligations under this Agreement subject only to prior notification to Customer.

3) Amendments. This Agreement may not be modified or amended except by an instrument in writing executed by the parties to this Agreement.

Signatures:

Florida Housing Finance Corporation

Signature:



Print Name:

Angeliki G. Siliakos

Print Title:

CEO

Date:

11/21/23

Dataedo

Signature:



Piotr Kononow

Print Name: Piotr Kononow

Print Title: CEO

Date: November 20, 2023



Dataedo Quote

Build a single source of truth about your data

Quote number: 2023/6899

Quote date: November 17th 2023

Valid until: December 17th 2023

Prepared for:

Van Gottel

Florida Housing Finance Corporation

Quote



Prepared for:
Florida Housing Finance
Corporation

Quote number: 2023/6899
Quote date: 17/11/2023
Valid until: 17/12/2023

Dataedo sp. z o.o.
Olivia Gate building – 1st Floor
Al. Grunwaldzka 472
80-309 Gdańsk
Poland, EU
VAT: PL 583 31 63 875

Product	Quantity	Price (USD)	Total price (USD)
Dataedo Proof of Concept - 3 Months (17 November 2023 - 15 February 2024)	1	999.00	999.00
		Grand total (USD)	999.00

Prices are net of all taxes. Purchaser is responsible for paying all local taxes (e.g. VAT) imposed by the law of the purchaser's home country.

The payment can be issued through a credit / debit card or a wire transfer.

Place order

To place an order for this quote please go to the following link:
<https://dataedo.com/store/quote-6899-kelf> or click the button above.

Build a single source of truth

Build a single source of truth about your data with Dataedo - on-premises data documentation & data catalog software for data-driven organizations. Capture tribal knowledge from your team and share it across the organization with central metadata repository or a lightweight, on-premises data catalog.



Data Dictionary

With a few clicks, build a catalog of your data and describe each table and column.



ER Diagrams

Discover and document relationships between data entities and visualize them with diagrams.



Business Glossary

Build a universal glossary of business terms and metrics and link it to data in your databases.



Data Catalog

Build data literacy and democratize data with a lightweight on-premises data catalog.



Data Community

Allow everyone to share their observations and accumulate knowledge in one place.



Metadata Repository

Gather all company metadata and allow collaboration in the shared metadata repository.



Data Lineage

Visualize how data moves through the system and share interactive diagrams with your team.



Data Profiling

Use sample data to learn what data is stored in your data assets.



Sensitive Data Discovery

Discover, tag, and document all sensitive fields in your databases.

[Learn more](https://dataedo.com/product/all-features)

<https://dataedo.com/product/all-features>

Key benefits

- ✓ Make complex and convoluted database designs readable
- ✓ Enable better use of your data throughout the enterprise
- ✓ Improve communication between developers, admins, architects and business users
- ✓ Facilitate reporting & analytics
- ✓ Get new people on board quicker and with less hustle
- ✓ Keep the knowledge in your organization

FAQ

Is my data safe?

Dataedo is not a cloud solution, you keep and protect the data. We do not have access to your data.

What updates am I entitled to?

You are entitled to update to all versions during time of your subscription.

What if I need more licenses?

You can upgrade any time.

Do you offer support?

Yes, we offer chat, email and phone support. You can find more information here: <https://dataedo.com/support>

Do I need an expert to implement it?

Dataedo is lightweight solution, it does not require additional specialists, or resources – just a place to host it.

How long does documentation take?

It really takes just a couple minutes to build and share your first data dictionary. It doesn't require technical knowledge.

Will my source databases be modified?

All work is done in our repository, we only connect import metadata from your databases and your work does not modify those databases or data.

About us

15+ Years of software experience

6+ Years on the market

1000+ Happy customers



Dataedo has been named a 2020 Gartner Peer Insights Customers' Choice for Metadata Management Solutions.

Our customers



"We jump started all of our Data Governance efforts using the tool. We **documented key databases quickly and easily** and **published the information to our analyst community.**"

Sandra Recca - Sr. Director
Fitch Ratings, Inc.



"Dataedo is improving my work a lot. With documentation, the **learning curve is smaller** and **I can have more time to work.**"

Nuno Vieira - BI Tech Analyst
Hiscox

[Read success stories](#)

Next steps

Purchase Dataedo

To place an order for this quote follow this link:
<https://dataedo.com/store/quote-6899-kelf>

Place order

or...

Talk to us first



New business

Any question regarding our product, licensing or pricing? Book a meeting with our sales.

Book a meeting



Customers

Would you like to discuss your renewal or account upgrade? Book a meeting with your Account Manager.

Book a meeting

We also recommend:

- ✓ **Start free trial** - if you haven't already, you can start your 14 day free trial of Dataedo here: <https://dataedo.com/free-trial>
- ✓ **Get a demo** - book a personalized demo or join live demo webinar with Q&A session to learn how to quickly implement Dataedo in your company. Invite your colleagues as well. You can check the next date & register here: <https://dataedo.com/get-a-demo>



Dataedo

Questions?

Get in touch

New business



Patrick Hynes

Technical Sales Specialist
patrick@dataedo.com

Customers



Jonathan DeMoya

Metadata Consultant
jonathan@dataedo.com