

## PARTNER SANDBOX TERMS OF USE

These PARTNER SANDBOX TERMS OF USE (the “**Partner Terms**”) govern access to and use of the Customer Data Platform (CDP) and other cloud-based services of Treasure Data, Inc. (“**Treasure Data**”) through a sandbox account by any person or organization for which Treasure Data has established such an account (“**Partner**”), unless the Parties have agreed upon other terms and conditions for Partner’s sandbox account. These Sandbox Terms shall be deemed part of any agreement between Treasure Data and Partner that expressly incorporates them by reference (the “Sandbox Agreement,” and together with these Partner Terms, the “Agreement”).

### 1. Sandbox Services.

- 1.1 During the term of the Agreement, Treasure Data authorizes Partner to access and use, through a (non-production) account, the services that Treasure Data enables from time to time (the “**Sandbox Services**”), for the purpose(s) of testing, evaluation, training, demonstration and/or development of integrations or compatible products and services.
- 1.2 The Sandbox Services made available to Partner hereunder shall be identified in the Sandbox Agreement or in a separate e-mail notice from Treasure Data to Partner; *provided, however*, Treasure Data may add or remove services in its sole discretion from Partner’s sandbox instance from time to time during the term of this Agreement.
- 1.3 Partner shall use the Sandbox Services solely for one or more of the permitted purposes in Section 1.1 above. Any commercial use of Treasure Data’s services by Partner shall be governed by separate commercial terms and may require the Parties to enter into a data processing agreement.

2. **No Personal Data.** The sandbox account is a non-production account intended for use only with test data (i.e., “dummy data”). Partner agrees not to upload any confidential information or personal data (other than user account information) to the Sandbox Services. Partner agrees that Treasure Data will not be processing (for purposes of applicable data protection laws) any personal data on Partner’s behalf when Partner uses the Sandbox Services.

### 3. Use Restrictions.

3.1 In connection with its access and use of the Sandbox Services, Partner agrees that it shall:

- (a) not permit any third party to access Partner’s sandbox account using its credentials; and Partner shall notify Treasure Data as soon as it becomes aware of any unauthorized access or use of the Sandbox Services;
- (b) not interfere or attempt to interfere with the proper working of the Sandbox Services, disrupt the Sandbox Services, or any gain or attempt to gain unauthorized access to any system or network connected to the Sandbox Services;
- (c) not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code from or structure of the Sandbox Services, except as might be allowed by any applicable law;
- (d) not use the Sandbox Services or any Treasure Data confidential or proprietary information in order to design or develop services that compete with Treasure Data’s services; and
- (e) not intentionally take any action which imposes an unreasonable or disproportionately large load on the infrastructure and resources used by the Sandbox Services.

3.2 Partner agrees to inform its employees, agents, and contractors who use the Sandbox Services of the terms of this Agreement, and Partner will be responsible for their compliance with this Agreement.

4. **Product Documentation.** User manuals, operating instructions, release notes and similar product documentation are made available by Treasure Data at <https://docs.treasuredata.com/> (“**Documentation**”). Partner agrees to use the Sandbox Services only in compliance with the Documentation.

5. **Feedback.** Treasure Data, its affiliates and suppliers, as applicable, will retain all right, title and interest, in and to the Sandbox Service, the Documentation, and any and all related programs, software, tools and content created by or for, or licensed to, Treasure Data. If Partner provides suggestions, recommendations or other feedback regarding improvements to the Service (“**Feedback**”) to Treasure Data, Partner grants to Treasure Data a royalty-free, fully paid, sub-licensable, transferable, non-exclusive, irrevocable, perpetual, worldwide right and license to use, license, and commercialize Feedback without restriction. Feedback shall exclude any Partner confidential information.

6. **AI Terms.** If the Sandbox Services include Marketing Co-Pilot or another Treasure Data service that utilizes generative artificial intelligence, then the “Treasure Data AI Terms” (<https://www.treasuredata.com/terms/ai-terms>) and “AI Acceptable Use Policy” (<https://www.treasuredata.com/terms/ai-acceptable-use-policy>) shall each further apply to Partner’s use of the Sandbox Services; and those additional terms and use policy are hereby incorporated by reference into this Agreement.

7. **Disclaimer of Warranties.** THE SANDBOX SERVICES ARE PROVIDED 'AS IS' AND 'AS AVAILABLE'. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TREASURE DATA MAKES NO WARRANTIES OF ANY KIND, WHETHER

## TREASURE DATA

EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, WITH RESPECT TO THE SANDBOX SERVICES.

8. **Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, NEITHER TREASURE DATA NOR PARTNER WILL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOST PROFITS (DIRECT OR INDIRECT), FOR LOSS OF DATA, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING DAMAGE TO BUSINESS, REPUTATION OR GOODWILL), OR INDIRECT DAMAGES OF ANY TYPE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE.
9. **Termination.** Either Party may terminate this Agreement at any time upon five (5) business days' written notice to the other Party. Notwithstanding the foregoing, Treasure Data may terminate or suspend Partner's access to Partner's sandbox account and to any or all of the Sandbox Services at any time, for any reason, without advance notice.
10. **General.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed according to the laws of the State of California (without regard to its conflict of law principles). This Agreement constitutes the entire agreement between the Parties regarding the Sandbox Services; but this Agreement does not replace, amend or otherwise modify any existing agreement between the Parties regarding any other subject matter. Partner will not assign, sub-license or transfer in any way any of its rights or obligations under this Agreement without Treasure Data's prior written consent. No delay, act or omission by either Party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy. Notice given under this Agreement must be in writing and may be delivered by email. Notice is deemed to have been received when the email is sent.