Master Collibra Agreement

This Master Collibra Agreement, including all Orders, the Policies, and the DPA ("**Agreement**") is between Collibra Inc., located at 28 Liberty Street, Suite 4050, New York, NY 10005, if the shipping address for the Order is in North America (United States, Mexico and Canada), otherwise it is between Collibra UK Limited, located at Broadgate Tower, 20 Primrose Street, Suite 10F, London EC2A 2EW, England, ("**Collibra**") and the entity or person placing an Order for, or accessing or using the Offerings ("**Customer**" or "**you**").

This Agreement allows Customer to purchase access and use to the Collibra Offerings and related Professional Services under one or more Orders. Certain capitalized terms are defined in Section 20 (Definitions) and others are defined contextually in this Agreement. If you are accessing or using the Offerings on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company, and all references to "you" reference your company as Customer.

The "**Effective Date**" of this Agreement is the date which is the earlier of (a) Customer's initial access to the Offerings through any online provisioning, registration or order process, or (b) the effective date of the first Order. This Agreement will govern Customer's initial purchase on the Effective Date as well as any future purchases made by Customer that reference this Agreement.

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1. **Overview**. As part of the Offerings, Collibra provides a unique platform and applications for data intelligence, helping organizations connect the right data and insights to the right people based on the organization of metadata, with the features and functionality described in the Documentation.

2. **The Offerings**.

2.1. Service Use Rights. During the Subscription Term, and subject to the terms of this Agreement and an applicable Order (including any Usage Limits set out therein), Customer (including Users of its Affiliates) may access and use the Service only for its (and where applicable its Affiliate's) internal business purposes in accordance with the Documentation.

2.2. Software License Grant. During the Subscription Term, and subject to the terms of this Agreement and an applicable Order (including any Usage Limits set out therein), Collibra grants Customer a non-transferable, non-sublicensable, non-exclusive license to install, copy, and use the Software on systems under Customer's control, in each case only for its internal business purposes in accordance with the Documentation.

2.3. Users. Only Users may access or use the Offerings. The Offerings may allow Customer to designate different types of Users, which may have different pricing, functionality, and use restrictions, as further described in the Documentation or the Order. Each User must keep its login credentials confidential and not share them with anyone else. Customer is responsible for its Users' compliance with this Agreement and actions taken through their accounts. Customer will promptly notify Collibra if it becomes aware of any compromise of its or its Affiliates' User login credentials.

2.4. Restrictions. Customer will not (and will not permit anyone else to) do any of the following: (a) provide access to, distribute, sell, offer for sale, transfer or sublicense the Offerings to a third-party, (b) use the Offerings on behalf of, or to provide any product or service to, third parties, (c) use or reference the Offerings to develop a similar or competing product or service, (d) reverse engineer, decompile, disassemble, or seek to access the source code, underlying ideas, algorithms, file formats, or non-public APIs to the Offerings, except to the extent expressly permitted by Law (and then only with prior notice to Collibra), (e) circumvent any Usage Limits, including restrictions on number of authorized Users, whether through the use of APIs or other means, (f) modify or create derivative works of the Offerings or copy any element of the Offerings (other than authorized copies of the Software), (g) remove or obscure any proprietary notices in the Offerings, (h) publish benchmarks or performance information about the Offerings, (i) interfere with the Offering's operation, circumvent its access restrictions, or, except as expressly permitted pursuant to the Documentation, conduct any security or vulnerability test of the Offerings, or (j) transmit any viruses or other harmful materials to the Service or use the Service to transmit such materials to third parties.

2.5. Usage Verification. Upon Collibra's written request (but no more than once annually except in cases of repeated violations), Customer will certify in writing that its use of the Offerings is in full compliance with the terms of this Agreement, including the applicable Usage Limits. Collibra may also exercise these verification rights through ongoing consumption tracking via the Offerings ("**Usage Monitoring**"). Customer will not block or interfere with such Usage Monitoring. If Customer exceeds the Usage Limits, Customer will pay Collibra for its past and ongoing excess use at the rates set forth in the applicable Order.

3. **SLA and Support**.

3.1. SLA. During the Subscription Term, the Service will be subject to the SLA. For clarity, the SLA does not apply to Software.

3.2. Support. During the Subscription Term, Collibra will maintain and provide Support for the Offerings in accordance with the Support Policy.

4. **Customer Data**.

4.1. Data Use. Customer grants Collibra the non-exclusive, worldwide right to use, copy, store, transmit, display, modify and create derivative works of Customer Data, but only as necessary to provide the Service, Support, and any Professional Services to Customer under this Agreement. For clarity, except with respect to Usage Monitoring, terms for Customer Data do not apply to Software.

4.2. Security. Collibra uses reasonable technical and organizational measures designed to protect the Offerings and Customer Data as described in the Security Policy.

4.3. Personal Data. Each party agrees to comply with the DPA, to the extent applicable.

4.4. Data Export. During the Subscription Term and for thirty (30) days afterwards, Customer may export its Customer Data from the Service using the export features described in the Documentation. After this export period, Collibra shall delete Customer Data from the Service in accordance with its standard schedule and procedures.

4.5. Artificial Intelligence. Collibra will adhere to ISO 42001 applicable practices (or substantially similar third-party certification standards) in its deployment of Generative AI features for Customer's use within the Offerings during the Subscription Term. Information related to Collibra's ISO 42001 certification and Generative AI features within the Offerings are referenced in Collibra's Trust Center (https://www.collibra.com/us/en/company/trust-center) (or upon Customer's request). Collibra shall not send Customer Data to any third party to train or retrain a third party's Generative AI without prior written consent from Customer. Between Collibra and Customer, except for Collibra's pre-existing intellectual property rights, all Customer input and output data shall be owned by Customer and deemed Customer Data, to the extent permitted by intellectual property law. Customer acknowledges that Generative AI features within the Offerings may generate outputs similar to those generated for other customers. For the avoidance of doubt, Generative AI deployed by Collibra within the Service shall not diminish Collibra's obligations related to Customer Data under the DPA, the Security Policy, and Section 15 (Confidentiality). Customer agrees it will not use any Generative AI in violation of the Agreement, rights of any third parties, Law, or the AI AUP. "**Generative AI**" means machine learning that uses deep learning to create new content, such as written text, code, images, music, simulations, and videos and is capable of generating novel outputs based on input data or user prompts.

5. Customer Obligations.

5.1. Generally. Customer is responsible for its Customer Data as provided to Collibra, including its content and accuracy, and agrees to comply with Laws in using the Offerings. Customer represents and warrants that it has made all disclosures and has all rights, consents and permissions necessary to use its Customer Data with the Offerings and grants Collibra the rights in Section 4.1 (Data Use), all without violating or infringing Laws, third-party rights (including intellectual property, publicity or privacy rights) or any terms or privacy policies that apply to the Customer Data.

5.2. Prohibited Uses. Customer must not use the Service with Prohibited Data and acknowledges that none of the Offerings are intended to meet any legal obligations for High Risk Activities. Notwithstanding anything else in this Agreement, Collibra has no liability for Prohibited Data or use of the Offerings for High Risk Activities.

6. Suspension of Service. Collibra may suspend Customer's access to the Service and related services if (a) Customer breaches Section 2.4 (Restrictions) or Section 5 (Customer Obligations), (b) Customer's account is thirty (30) days or more overdue after being notified, or (c) Customer's use of the Service risks harm to Collibra, other customers or third parties, or the security, availability, or integrity of the Service. Where practicable, Collibra will use reasonable efforts to provide Customer with prior notice of the suspension. Once Customer resolves the issue requiring suspension, Collibra will promptly restore Customer's access to the Service in accordance with this Agreement.

7. Third-Party Platforms. Customer's use of Third-Party Platforms is subject to Customer's agreement with the relevant provider and not this Agreement. Collibra does not control and has no liability for Third-Party Platforms, including their outputs, accuracy, security, functionality, operation, availability or interoperability, or how the Third-Party Platforms or their providers use Customer Data. If Customer enables a Third-Party Platform with any Offering, Collibra may access and exchange Customer Data with the Third-Party Platform on Customer's behalf.

8. Professional Services. Any purchased Professional Services are as described in the relevant Order or SOW, as applicable. Customer will give Collibra timely access to Customer Materials reasonably needed for the Professional Services, and if Customer fails to do so, Collibra's obligation to provide Professional Services will be excused until access is provided and the parties mutually agree on an updated timeline. Collibra will use Customer Materials only for purposes of providing Professional Services. Any Professional Services deliverables will relate to the configuration or use of the Offerings. Customer may use Professional Services deliverables only as part of its authorized use of the applicable Offerings, subject to the same terms as for such Offerings as stated in Section 2 (The Offerings) and Section 5 (Customer Obligations).

9. Commercial Terms.

9.1. Subscription Term. Each Subscription Term will renew for successive periods equal to the then-current Subscription Term unless either party gives the other party notice of non-renewal at least 30 days before the then-current Subscription Term ends.

9.2. Fees and Taxes. Fees are as described in each Order. All invoices will be electronic. Fees are invoiced on the schedule in the Order and reimbursable expenses are invoiced in arrears. Unless the Order provides otherwise, all fees and expenses, not subject to a good faith dispute as set out in Section 9.5 (Payment Disputes), are due within thirty (30) days of the invoice date. Customer is responsible for incurred charges based on actual usage of the Offerings in excess of any commitments set out in the Order, for which Collibra may invoice separately. Late payments are subject to a service charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. All fees and expenses are non-refundable except as set out in Section 10.2 (Warranty Remedy), and Section 14.4 (Mitigation and Exceptions). Customer is responsible for any sales, use, GST, value-added, withholding or similar taxes or levies that apply to its Orders, whether domestic or foreign ("**Taxes**"), other than Collibra's income tax. If Collibra has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount will be computed based on Customer's ship-to address listed in the then-current Order, unless Customer provides Collibra with a valid tax exemption certificate authorized by the appropriate taxing authority. Fees and expenses listed on or invoiced pursuant to any Order are exclusive of Taxes.

9.3. Reseller Orders. If Customer licenses or purchases access to the Offerings from an authorized reseller of Collibra ("**Reseller**"), instead of paying Collibra, Customer will pay applicable amounts to the Reseller as agreed between Customer and the Reseller. Customer's

order details (e.g., scope of use and fees) will be as stated in the Order placed by Reseller with Collibra on Customer's behalf. The Reseller is responsible for the accuracy of such Order. If Customer is entitled to a refund under this Agreement, Collibra will refund any applicable fees to the Reseller and the Reseller will be solely responsible for refunding the appropriate amounts to Customer, unless otherwise agreed by Collibra. Resellers are not authorized to modify this Agreement or make any promises or commitments on Collibra's behalf, and Collibra is not a party to (or responsible under) any separate agreement between Customer and Reseller, and is not responsible for the Reseller's acts, omissions, products or services.

9.4. Affiliate Orders. An Affiliate of Customer may enter its own Order(s) as mutually agreed with Collibra. This creates a separate agreement between the Affiliate and Collibra incorporating this Agreement with the Affiliate treated as "Customer". Likewise, Collibra may enter into Orders through one or more of its Affiliates in which case such Collibra Affiliate will be treated as "Collibra". Neither Customer nor any Customer Affiliate has any rights under each other's agreement with Collibra (or Collibra Affiliate, as applicable), and breach or termination of any such agreement is not breach or termination under any other.

9.5. Payment Disputes. Customer must notify Collibra in writing of any good-faith invoice dispute within ten (10) days of the applicable invoice date and reasonably cooperate with Collibra in resolving any dispute. If the parties are unable to resolve a dispute within ten (10) days of Customer's notice, each party will have the right to seek any remedies it may have under this Agreement, at law or in equity, notwithstanding anything to the contrary herein. Any undisputed amounts must be paid in full in accordance with this Section 9 (Commercial Terms).

10. Warranties and Disclaimers.

10.1. Limited Warranty. Each party warrants that it has the corporate power and authority to enter into and carry out the terms of this Agreement. Collibra further warrants to Customer that: (a) the Offerings will perform materially as described in the Documentation and, subject to Collibra's end-of-life policies, Collibra will not materially decrease the overall functionality of the Offerings during a Subscription Term (the "**Performance Warranty**"); (b) Collibra will perform any Professional Services in a professional and workmanlike manner (the "**Professional Services Warranty**"); and (c) Collibra will use industry-standard measures designed to ensure that the Offerings (as provided by Collibra, excluding Customer Data) do not contain viruses, malware or similar harmful code.

10.2. Warranty Remedy. If Collibra breaches Sections 10.1(a), (b), or (c) and Customer makes a reasonably detailed warranty claim within thirty (30) days of discovering the issue, then Collibra will use reasonable efforts to correct the non-conformity. If Collibra determines such remedy to be impracticable, either party may terminate the affected Order as it relates to the non-conforming Offerings or Professional Services. Collibra will then refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term (for the Performance Warranty) or for the non-conforming Professional Services (for the Professional Services Warranty). These procedures are Customer's exclusive remedy and Collibra's entire liability for breach of the warranties in Sections 10.1(a), (b), or (c). These warranties do not apply to (i) issues caused by misuse or unauthorized modifications, (ii) issues in or caused by Third-Party Platforms or other third-party systems, (iii) Customer's violation of the AI AUP, or (iv) Trials and Betas, or other free or evaluation use.

10.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10.1 (LIMITED WARRANTY), THE OFFERINGS, SUPPORT, PROFESSIONAL SERVICES AND ALL RELATED COLLIBRA SERVICES ARE PROVIDED "AS IS". COLLIBRA AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. WITHOUT LIMITING ITS EXPRESS OBLIGATIONS IN SECTIONS 3 (SLA AND SUPPORT) AND 4.2 (SECURITY), COLLIBRA DOES NOT WARRANT THAT CUSTOMER'S USE OF THE OFFERINGS WILL BE UNINTERRUPTED OR ERROR-FREE, WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS OR THAT IT WILL MAINTAIN CUSTOMER DATA WITHOUT LOSS. FURTHER, COLLIBRA DOES NOT WARRANT THAT ITS GENERATIVE AI FEATURES SHALL BE ACCURATE OR ERROR-FREE. COLLIBRA IS NOT LIABLE FOR DELAYS, FAILURES OR PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE COLLIBRA'S CONTROL, INCLUDING THE FAILURE TO PROMPTLY IMPLEMENT THE LATEST RELEASE OF THE OFFERINGS BY OR AT THE DIRECTION OF CUSTOMER. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT ANY STATUTORILY REQUIRED WARRANTIES WILL BE LIMITED TO THE SHORTEST LEGALLY PERMITTED PERIOD.

11. Term and Termination.

11.1. Term. This Agreement starts on the Effective Date and continues until expiration or termination of all Subscription Terms.

11.2. Termination. Either party may terminate this Agreement (including all Orders) if the other party (a) fails to cure a material breach of this Agreement (including a failure to pay fees) within thirty (30) days after receipt of written notice pursuant to Section 19.3 (Notices), (b) ceases operation without a successor, or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within sixty (60) days. For clarity, any termination of Professional Services will not result in termination of this Agreement or any other Order. For the avoidance of doubt, any termination for convenience right which may be afforded to Customer under Law, shall not negate Customer's responsibility to pay for any agreed-upon fees for the Subscription Term in effect at the time of such termination.

11.3. Effect of Termination. Upon expiration or termination of this Agreement, Customer's access to and/or use of the Offerings and Professional Services will cease, other than limited use of the Service to export Customer Data as described in Section 4.4 (Data Export). At the disclosing party's request upon expiration or termination of this Agreement, the receiving party will delete all of the disclosing party's Confidential Information (excluding Customer Data, which is addressed in Section 4.4). Customer Data and other Confidential Information may be retained subject to the receiving party's retention practices until such information is scheduled to be deleted in accordance with the receiving party's policies and procedures but will remain subject to this Agreement's confidentiality restrictions until deleted.

11.4. Survival. These Sections survive expiration or termination of this Agreement: 2.4 (Restrictions), 4.4 (Data Export), 5 (Customer Obligations), 9.2 (Fees and Taxes), 10.3 (Disclaimers), 11.3 (Effect of Termination), 11.4 (Survival), 12 (Ownership), 13 (Limitations of

Liability), 14 (Indemnification), 15 (Confidentiality), 16 (Required Disclosures), 19 (General Terms) and 20 (Definitions). Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

12. **Ownership**. Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for Collibra's use rights in this Agreement, as between the parties, Customer retains all intellectual property and other rights in Customer Data, Customer Confidential Information, and Customer Materials provided to Collibra. Except for Customer's use rights in this Agreement, Collibra and its licensors retain all intellectual property and other rights in the Offerings, any Professional Services deliverables and related Collibra technology, templates, formats and dashboards, including any modifications or improvements to these items made by Collibra. Collibra and its Affiliates may use Platform Data internally to operate, improve, analyze, and support the Offerings. If Customer provides Collibra with feedback or suggestions regarding the Offerings, Collibra may use the feedback or suggestions without restriction or obligation.

13. **Limitations of Liability**.

13.1. Consequential Damages Waiver. **Except for Excluded Claims (as defined below), neither party (nor its suppliers) will have any liability arising out of or related to this Agreement for any loss of use, lost data, lost profits, failure of security mechanisms, interruption of business or any indirect, special, incidental, punitive, reliance or consequential damages of any kind, even if informed of their possibility in advance**.

13.2. Liability Cap. **Except for Excluded Claims, each party's (and its suppliers') entire liability arising out of or related to this Agreement will not exceed in aggregate the amounts paid or payable to Collibra during the prior 12 months under this Agreement**.

13.3. Excluded Claims. "**Excluded Claims**" means: (a) Customer's breach of Section 2.4 (Restrictions) or Section 5 (Customer Obligations), (b) any liability which may not be excluded or limited by Law, (c) either party's breach of Section 15 (Confidentiality) (but excluding claims relating to Customer Data), or (d) amounts payable to third parties under the indemnifying party's obligations in Section 14 (Indemnification).

13.4. Nature of Claims; Further Limitations. The waivers and limitations in this Section 13 (Limitation of Liability) apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose. Neither party may bring a claim or action regardless of form, arising out of the Agreement more than twelve (12) months after the claim or cause of action arose.

14. **Indemnification.**

14.1. Indemnification by Collibra. Collibra will defend Customer from and against any third-party claim to the extent alleging that the Offerings or the Professional Services deliverables, when used by Customer as authorized in this Agreement, infringe a third-party's patent, copyright, trademark or trade secret in the jurisdiction of where the Offerings or the Professional Services deliverables are used, and will indemnify and hold harmless Customer and its respective officers, directors, employees and agents against any damages or costs awarded (including reasonable attorneys' fees) or agreed in settlement by Collibra resulting from the claim.

14.2. Indemnification by Customer. Customer will defend Collibra and its Affiliates from and against any third-party claim to the extent resulting from Customer Data, Customer Materials, Customer's use of a Third-Party Platform, Customer's violation of the AI AUP, or Customer's breach or alleged breach of Section 5 (Customer Obligations), and will indemnify and hold harmless Collibra, its Affiliates and their respective officers, directors, employees and agents against any damages or costs awarded (including reasonable attorneys' fees) or agreed in settlement by Customer resulting from the claim.

14.3. Procedures. The indemnifying party's obligations in this Section 14 (Indemnification) are subject to receiving (a) prompt written notice of the claim, (b) the exclusive right to control and direct the investigation, defense and settlement of the claim, and (c) all reasonably necessary cooperation of the indemnified party, at the indemnifying party's expense for reasonable out-of-pocket costs. The indemnifying party may not settle any claim without the indemnified party's prior written consent if settlement would require the indemnified party to admit fault or take or refrain from taking any action (other than relating to use of the Offerings, when Collibra is the indemnifying party).

14.4. Mitigation and Exceptions. In response to an actual or potential infringement claim, if required by settlement or injunction or as Collibra determines necessary to avoid material liability, Collibra may at its option: (a) procure rights for Customer's continued use of the Offerings, (b) replace or modify the allegedly infringing portion of the Offerings to avoid infringement without reducing the Offerings' overall functionality, or if options (a) and (b) are not commercially practicable, (c) terminate the affected Order and refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term. Collibra's obligations in this Section 14 (Indemnification) do not apply (1) to infringement resulting from Customer's modification of the Offerings or use of the Offerings in combination with items not provided by Collibra (including Third-Party Platforms), (2) to infringement resulting from the Offerings other than the most recent release, (3) to unauthorized use of the Offerings, (4) if Customer settles or makes any admissions about a claim without Collibra's prior written consent, or (5) to Trials and Betas or other free or evaluation use. **This Section 14 (Indemnification) sets out Customer's exclusive remedy and Collibra's entire liability regarding infringement of third-party intellectual property rights**.

15. **Confidentiality**.

15.1. Obligations. As receiving party, each party will (a) hold in confidence and not disclose Confidential Information to third parties except as permitted in this Agreement, including Section 4.1 (Data Use), and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. Each party will use reasonable care to protect the Confidential Information in the same manner as it would protect its own Confidential Information of a similar nature, but in no event with less than reasonable care. The receiving party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for Collibra, the subcontractors referenced in Section 19.8), provided it remains responsible for their compliance with this Section 15 (Confidentiality) and they are bound to confidentiality obligations no less protective than this Section 15 (Confidentiality).

15.2. Remedies. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 15 (Confidentiality).

16. Required Disclosures. Nothing in this Agreement prohibits either party from making disclosures, including of Customer Data and other Confidential Information, if required by Law, subpoena or court order, provided (if permitted by Law) it notifies the other party in advance and reasonably cooperates in any effort to obtain confidential treatment at disclosing party's expense.

17. Trials and Betas. If Customer receives access to Trials and Betas, use is permitted only for Customer's internal evaluation during the period designated by Collibra (or if not designated, thirty (30) days). Trials and Betas are optional and either party may cease Trials and Betas at any time for any reason. For clarity, Customer is under no obligation to use any Trials and Betas, and any such use by Customer will remain at Customer's sole discretion. Trials and Betas may be inoperable, incomplete or include features that Collibra may never release, and their features and performance information are Collibra's Confidential Information. Customer will not use any production or regulated data in its use and access to Trials and Betas. **Notwithstanding anything else in this Agreement, Collibra provides no warranty, indemnity, SLA or support for Trials and Betas and its liability for Trials and Betas will not exceed $50 USD (or the equivalent in local currency)**.

18. Publicity. Neither party may publicly announce this Agreement except with the other party's prior written consent or as required by Laws. However, Collibra may include Customer and its trademarks in Collibra's customer lists and promotional materials but will cease this use at Customer's written request.

19. General Terms.

19.1. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except that either party may assign this Agreement upon notice in connection with a merger, reorganization, acquisition or other transfer of all or substantially all its assets or voting securities, provided that Collibra may refuse any assignment to an entity organized under the laws of a jurisdiction where Collibra does not conduct business at the time of such notice. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

19.2. Governing Law, Jurisdiction and Venue. If the Collibra contracting entity is: (a) Collibra Inc. or Collibra Public Sector LLC, this Agreement is governed by the laws of the State of New York without regard to conflicts of laws provisions and without regard to the United Nations Convention on the International Sale of Goods, and the jurisdiction and venue for actions related to this Agreement will be the state and United States federal courts located in New York, New York, and both parties submit to the personal jurisdiction of those courts; or (b) Collibra UK Limited, this Agreement is governed by the laws of England and Wales without regard to conflicts of laws provisions and without regard to the United Nations Convention on the International Sale of Goods, and the jurisdiction and venue for actions related to this Agreement will be in the courts of London, England, and both parties submit to the personal jurisdiction of those courts.

19.3. Notices. Except as set out in this Agreement, notices under this Agreement must be in writing and will be deemed received (a) immediately upon personal delivery or delivery via email, (b) the business day following delivery via nationally-recognized overnight courier service, or (c) the third business day following delivery via first-class registered or certified mail. Notices should be addressed to the signatory and address on the first page of this Agreement, or the contact information associated with Customer's account provided at registration, as applicable. Either party may update its contact information for notice by providing notice to the other party. Collibra may also send operational notices to Customer electronically, including through the Offerings.

19.4. Entire Agreement. This Agreement is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements or communications regarding its subject matter, whether written or oral. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. This Agreement may be executed in counterparts (including electronic copies and PDFs), each of which is deemed an original and which together form one and the same agreement.

19.5. Amendments. Except as otherwise provided herein, any amendments, modifications or supplements to this Agreement must be in writing and signed by each party's authorized representatives or, as appropriate, agreed through electronic means provided by Collibra. Notwithstanding the foregoing, with notice to Customer, Collibra may modify the Policies to reflect new features or changing practices, but the modifications will not materially decrease Collibra's overall obligations during a Subscription Term. The terms in any Customer purchase order or business form will not amend or modify this Agreement and are expressly rejected by Collibra; any of these Customer documents are for administrative purposes only and have no legal effect.

19.6. Waivers and Severability. Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary, so the rest of this Agreement remains in effect.

19.7. Force Majeure. Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for payment obligations) due to events beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, Internet or utility failures, refusal of government license or natural disaster.

19.8. Subcontractors. Collibra may use subcontractors, including its Affiliates, and permit them to exercise Collibra's rights, but Collibra remains responsible for the subcontractors and the delivery of the Offerings under this Agreement to Customer.

19.9. Independent Contractors. The parties are independent contractors, not agents, partners or joint venturers.

19.10. Export. Customer acknowledges that the Offerings are subject to export control and economic sanctions restrictions imposed by the U.S. government and import restrictions by certain foreign governments (collectively "**Trade Laws**"). In using or accessing the Offerings, Customer will not and will not allow any third party to use the Offerings in violation of any Trade Laws or remove or export from the U.S. or allow the export or re-export of any part of the Offerings or any direct product thereof to any location, party or end-user which the U.S.

government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval. Customer represents and warrants that it and any of its Users: (i) are not listed on any U.S. government list of prohibited or restricted parties, including the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; (ii) are not an entity or person who is organized under the laws of, ordinarily resident in, or controlled by the government of, any country or region (1) that is subject to a U.S. government embargo or comprehensive sanction, (2) to which the U.S. has prohibited export transactions, or (3) that has been designated by the U.S. government as a "terrorist supporting" country; (iii) will not use the Offerings for the manufacture, design or development of nuclear, chemical or biological weapons or missile technology, or for terrorist activity; and (iv) will not submit to the Offerings any information controlled under the U.S. International Traffic in Arms Regulations or listed on the Commerce Control List unless approved in writing by Collibra. Customer will notify Collibra promptly if it or any User becomes subject to any order or restriction listed in this Section 19.10 (Export).

19.11. Compliance with Laws. Collibra will comply with all applicable Laws in its provision of the Offerings.

19.12. Open Source Software. The Software may incorporate open source software ("**OSS**"), as listed in the Documentation or provided by Collibra upon request. If Customer elects to use the OSS on a stand-alone basis, that use is subject to the applicable OSS license and not this Agreement.

19.13. Government End-Users. Elements of the Offerings are commercial computer software. If the user or licensee of the Offerings is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Offerings or any related documentation of any kind, including technical data and manuals, is restricted by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Offerings were developed fully at private expense. All other use is prohibited.

19.14. Third-Party Beneficiaries. Except as expressly provided in this Agreement, the Agreement does not create or establish any rights or beneficiaries for any person or entity that is not a party to this Agreement.

19.15. Modifications to Agreement. Collibra may modify this Agreement (which may include changes to Offering pricing and plans) from time to time by giving notice to Customer by email or through the Offerings. Unless a shorter period is specified by Collibra (e.g., due to changes in the Law or exigent circumstances), modifications become effective upon renewal of Customer's current Subscription Term or entry into a new Order. If Collibra specifies that the modifications to the Agreement will take effect prior to Customer's next renewal or Order and Customer notifies Collibra of its objection to the modifications within 30 days after the date of such notice, Collibra (at its option and as Customer's exclusive remedy) will either: (a) permit Customer to continue under the existing version of this Agreement until expiration of the then-current Subscription Term (after which time the modified Agreement will go into effect), or (b) allow Customer to terminate this Agreement and receive a refund of any pre-paid fees allocable to the terminated portion of the applicable Subscription Term. Customer may be required to click to accept or otherwise agree to the modified Agreement in order to continue using the Offerings, and, in any event, continued use of the Offerings after the updated version of this Agreement goes into effect will constitute Customer's acceptance of such updated version.

20. Definitions.

"**AI AUP**" means Collibra's AI Acceptable Use Policy, the current version of which is here: https://www.collibra.com/ai-aup.

"**Affiliate**" means an entity directly or indirectly owned or controlled by, or under common ownership or control with, a party, where "ownership" means the beneficial ownership of fifty percent (50%) or more of an entity's voting equity securities or other equivalent voting interests and "control" means the power to direct the management or affairs of an entity.

"**Components**" means the ancillary and/or supporting components, microservices, applications, plugins or any other generally-released code (and any APIs incorporated therein) provided to Customer by Collibra, whether delivered in hosted or downloadable on-premise format, for use with the Service and/or the Software (as the case may be) under this Agreement. Unless stated otherwise, on-premise Components are subject to the same terms as Software, and cloud Components are subject to the same terms as the Service.

"**Confidential Information**" means information disclosed under this Agreement that is designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Collibra's Confidential Information includes the terms and conditions of this Agreement and any non-public technical or performance information about the Offerings. Customer's Confidential Information includes Customer Data. Confidential Information excludes information that the receiving party can document: (a) is or becomes public knowledge through no fault of the receiving party, (b) it rightfully knew or possessed prior to receipt under this Agreement, (c) it rightfully received from a third-party without breach of confidentiality obligations, or (d) it independently developed without using the disclosing party's Confidential Information.

"**Customer Data**" means both Platform Data and Source Data.

"**Customer Materials**" means materials, systems and other resources that Customer provides to Collibra in connection with Professional Services.

"**Documentation**" means Collibra's usage guidelines and standard technical documentation for the Offerings, the current version of which is here: https://productresources.collibra.com/documentation.

"**DPA**" means the Data Processing Addendum, the current version of which is here: https://www.collibra.com/data-processing-addendum.

"**Excluded Marketplace Offerings**" means the Collibra Partner Offerings and Collibra Community Offerings made available separately and subject to the accompanying terms found on the Collibra Marketplace located at: https://marketplace.collibra.com, and not this Agreement.

"**High Risk Activities**" means activities where use or failure of the Offerings could lead to death, personal injury or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles or air traffic control.

"**Law(s)**" means all applicable local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications and export of technical or personal data.

"**Offerings**" means the Service and/or Software, as the case may be, as further identified in an Order.

"**Order**" means any Collibra-provided ordering document, online registration, SOW, or order form for access or license to the Offerings, Support, Professional Services or related services that is agreed by the parties and references this Agreement.

"**Platform Data**" means any data or content that classifies, organizes, defines or otherwise characterizes Source Data or Customer's enterprise data structure (i.e., metadata), which establishes within the Service comprehensive data catalogues, data governance structures, business glossaries, business process descriptions, data stewardship roles and responsibilities, asset and domain lists and similar data governance concepts. Platform Data also includes logs, insights, statistics or reports that Collibra generates regarding the performance, availability, usage, integrity or security of the Service. For the avoidance of doubt, Platform Data is not Source Data.

"**Policies**" means the Security Policy, Support Policy and SLA.

"**Professional Services**" means professional services as may be provided by Collibra to assist Customer in using the Offerings, as identified in an Order, and may include (a) virtual or remote one-on-one guidance in general use of the Offerings, (b) access to Collibra University or other online or in-person training sessions, and/or (c) deployment, configuration or similar assistance.

"**Prohibited Data**" means any (a) patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) without Customer entering into a commercially reasonable Business Associate Agreement with Collibra, (b) credit, debit or other payment card data subject to the Payment Card Industry Data Security Standards (PCI DSS), and (c) any data similar to the above protected under foreign or domestic Laws.

"**Security Policy**" means the Collibra Security Policy, the current version of which is here: https://www.collibra.com/security-policy.

"**Service**" means Collibra's proprietary software-as-a-service as modified from time to time, hosted by Collibra, as further identified in the relevant Order. The Service includes applicable on-premise Components, the Documentation, and any updates thereto, but excluding Professional Services deliverables. For the avoidance of doubt, Service does not include Excluded Marketplace Offerings and/or Third-Party Platforms.

"**SLA**" means the Collibra Service Level Agreement, the current version of which is here: https://www.collibra.com/service-level-agreement.

"**Software**" means the object code form of Collibra's proprietary software product, delivered in a downloadable format for use within Customer's own on-premise environment, or environment hosted or otherwise managed by Customer and not Collibra, as further identified in the relevant Order. The Software includes applicable cloud Components, the Documentation, and any updates thereto, but excluding Professional Services deliverables. For the avoidance of doubt, Software does not include Excluded Marketplace Offerings and/or Third-Party Platforms.

"Source Data" means any data sets, or samples or subsets thereof, submitted by the Customer to the Service for profiling, sampling, classifying, cataloging, or other forms of analysis. As described in the Documentation, Customer controls whether Source Data is submitted to the Service.

"**SOW**" means a Statement of Work referencing this Agreement and executed by both parties describing the Professional Services to be performed, fees and any applicable milestones, dependencies, and other technical specifications or related information.

"**Subscription Term**" means the term for Customer's use of the Offerings as identified in an Order.

"**Support**" means support for the Offerings as described in the Support Policy. Customer's Support level will be identified in the Order.

"**Support Policy**" means the Collibra Support Policy, the current version of which is here: https://www.collibra.com/support-policy.

"**Third-Party Platform**" means any platform, add-on, service, code (including open source) or product not provided by Collibra that Customer elects to integrate or enable for use with the Offerings.

"**Trials and Betas**" means a portion of the Offering or features that may be offered on a free, proof of concept (POC), or trial basis, or as an alpha, beta, preview, or early access offering.

"**Usage Limits**" means Customer's authorized scope of use for the Offerings as specified in the applicable Order, which may include limits on users, copies, columns, instances, CPUs or consumption units, fields of use, or other metrics.

"**User**" means any employee or contractor of Customer or its Affiliates that Customer allows to use the Offerings on its behalf.