Website Terms of Use

Last Updated: October 22, 2026

PLEASE READ THESE TERMS CAREFULLY. THESE TERMS CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS, INCLUDING LIMITATIONS AND EXCLUSIONS OF LIABILITY, INDEMNIFICATION OBLIGATIONS, AND A REQUIREMENT THAT CERTAIN DISPUTES BE RESOLVED THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN IN COURT OR AS PART OF A CLASS, COLLECTIVE, CONSOLIDATED, COORDINATED, PRIVATE-ATTORNEY-GENERAL, OR REPRESENTATIVE ACTION. THESE TERMS APPLY TO YOUR ACCESS TO AND USE OF THE SITE AND TO EACH PERSON OR ENTITY THAT ACCESSES OR USES THE SITE THROUGH YOU, THROUGH AN ACCOUNT OR CREDENTIALS ASSOCIATED WITH YOU, ON YOUR BEHALF, OR AT YOUR DIRECTION.

1. Acceptance of Terms

Collibra Belgium BV and its affiliates ("**Collibra**" or "**us**" or "**we**") welcome you to our Site! The "**Site**" means our websites and online platforms and services (including https://www.collibra.com/, Collibra Community, Collibra University, Collibra Marketplace, Collibra Documentation, and Data Citizens), and any mobile or localized versions and related subdomains, in whatever format they may be offered now or in the future. Collibra may make information, data, text, software, music, sound, photos, graphics, videos, messages, tags, interactive features or other materials ("**Content**") available through the Site and references to "Site" include Content unless otherwise specified.

By using or accessing any part of the Site, you are agreeing to these Website Terms of Use ("**Terms**"), our Privacy Policy and all other policies or notices posted by us on the Site. Your access to or use of the Site, including any access or use alleged to give rise to a claim, constitutes your acceptance of the version of these Terms then posted. Portions of the Site may be accompanied by additional terms which apply to specific features or areas of the Site. Those additional terms supplement these Terms with respect to your use of those features or areas. We may modify these Terms at any time. Unless otherwise stated, revised Terms become effective when posted. Your continued access to or use of the Site after revised Terms are posted constitutes your acceptance of the revised Terms, including, to the fullest extent permitted by law, with respect to claims arising from access to or use of the Site before the revised Terms were posted.

Collibra also offers a proprietary cloud service and related applications (the "**Collibra Service**"). Use of the Collibra Service and provision of related services by Collibra are subject to separate terms, such as our Master Cloud Agreement and Data Processing Addendum, and these Terms do not apply to your use of the Collibra Service or receipt of related services, and the dispute-resolution provisions in these Terms do not supersede any dispute-resolution provisions in those separate terms, except where otherwise expressly provided.

2. Permission to Use the Site

You have our permission to use the Site, but only if:

- you are at least 16 years old;
- you are using the Site for informational and internal business purposes (personally or on behalf of your company); and
- you follow all the rules and restrictions we've spelled out in these Terms.

3. Accounts; Passwords; Security

You will need to set up an account in order to use parts of the Site. When setting up your account, you must give us accurate and complete information. This means you cannot set up an account using someone else's name or contact information, or a phony name or phony contact information. You have complete responsibility for your account and everything that happens on your account. This means you need to be careful with your password. If you find out that someone is using your account without your permission, you must let us know immediately. You may not transfer your account to someone else or use someone else's account without their permission. We are not liable for any damages or losses caused by someone using your account without your permission. However, if we (or anyone else) suffer any

damage due to the unauthorized use of your account, you may be liable.

4. User Content

By "**User Content**," we mean any Content a user posts to the Site. You are solely responsible for any User Content you post to the Site (including on Collibra Community and Data Citizens) and the consequences of posting or publishing it. When we say "**post**," we include posting, uploading, sharing, submitting or otherwise providing User Content in any manner in connection with the Site.

5. Restrictions on User Content and Your Conduct

You may not:

- post User Content that you don't own or don't have permission from the owner to post, including material covered by someone else's copyright, patent, trade secret, privacy, publicity or any other proprietary right;
- post User Content that is inaccurate, fraudulent, misleading, illegal, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or that encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law or is otherwise inappropriate;
- forge headers or manipulate other identifiers in order to disguise the origin of any User Content you post;
- use meta tags or any other "hidden text" utilizing any of our or our suppliers' product names or trademarks;
- upload, launch, post, email or transmit any material (including any bot, worm, scripting exploit or computer virus) to or from the Site that is likely to harm or corrupt the Site, or harm or corrupt our or anyone else's computer systems or data;
- solicit, for commercial purposes, any users of the Site, including by transmitting any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation;
- impersonate anyone else or lie about your affiliation with another person or entity;
- use the Site to harm minors in any way, including posting User Content that violates child pornography laws, child sexual exploitation laws or any other laws protecting children;
- collect or gather other people's personal information (including account information) from the Site; or
- use the Site for any other illegal purpose.

We have the right, but not necessarily the obligation, to delete or edit at any time any User Content that violates these rules or that we believe to be inappropriate for any reason.

6. Intellectual Property Rights in User Content

If you post User Content, you are making a guarantee to us that you either own all the User Content you are posting or you have the right to post the User Content. Furthermore, you are guaranteeing that you have the right to allow us to make your User Content available for others to view and use as part of the Site without requiring that any such use be subject to additional obligations or terms. If you do not have these rights, do not post your User Content. **By posting your User Content, you do not lose any ownership rights you may have to it.** However, you do grant us and each user of the Site a worldwide, non-exclusive, royalty-free, irrevocable, perpetual, fully-paid, sublicensable (through multiple tiers) and transferable license to use, reproduce, distribute, modify, prepare derivative works of, publicly display and perform and otherwise exploit your User Content, in any media formats or in tangible form and through any media channels now known or hereinafter developed. In addition, you waive any rights of publicity and privacy you have in posted User Content.

7. We Are Not Responsible for User Content

We generally do not monitor or review any User Content. We do not endorse any User Content or support any views, opinions, recommendations or advice that may be in User Content. User Content comes from a variety of sources, and we make no promises about the reliability of any source or the accuracy, usefulness, safety or intellectual property rights of any User Content. You may be offended by User Content that you see on the Site. You may find some of it to be inaccurate, indecent or objectionable. However, as further set forth below, you agree not to hold us responsible in any way for your use of the Site, including your exposure to User Content.

In addition, we are not a content-archiving service. We do not promise to store or make available on the Site any User Content that you post, or any other Content, for any length of time. You are solely responsible for keeping back-ups of everything you post on the Site.

8. Proprietary Rights

The Site contains proprietary and confidential information that is protected by applicable intellectual property and other laws and Collibra and its suppliers retain all right, title and interest (including all copyright, trade secret, patent and other rights) in and to the Site and Content which is included in the Site (other than User Content). If you give feedback on the Site, for example recommendations for improvements or features, we have the right to use the feedback in any way and implementation of that feedback is owned by us and may become part of the Site without compensation to you. We reserve all rights in and to the Site unless we expressly state otherwise. We also reserve the right to make changes or updates to the Site or Content provided on or through the Site at any time without notice and we will own any such changes or updates (excluding User Content).

You may not:

- decompile, reverse engineer or disassemble any object code which is part of or made available through the Site into a human-perceivable form, except and only to the extent that such activity is expressly permitted by applicable law, and in that case, only if you notify us in writing in advance;
- copy, frameset, enclose or otherwise sell, distribute, transmit or broadcast any part of the Site;
- modify or create any derivative work of any part of the Site;
- disable, interfere or try to get around any of the features of the Site related to security, preventing or restricting use or copying of any Content or enforcing the limits on the use of the Site or the Content on the Site; or
- use, export or re-export any Content or any copy or adaptation of such Content in violation of any applicable laws or regulations, including, without limitation, United States export laws and regulations.

All brand, product and service images, logos and names used in the Site that identify Collibra or our suppliers and our or their proprietary products and services are the trademarks or service marks of Collibra or our suppliers. Nothing in this Site will be deemed to confer on any person any license or right on the part of Collibra or such supplier with respect to any such image, logo or name.

9. Collibra Marketplace Terms

Additional Collibra Marketplace Terms ("**Marketplace Terms**") apply to you if you are browsing or downloading applications, plugins or extensions ("**Marketplace Apps**" or "**Apps**") from the Collibra Marketplace.

10. Collibra University

To the extent you access any materials or certification programs from Collibra University ("**University Content**"), you acknowledge that University Content is provided for your personal use only and without any right to distribute to any other party. Collibra may change or remove University Content at any time without notice to you. "Content" includes any University Content.

Additional information and terms related to Collibra University, Collibra Certification, and other Education Services can be found here.

11. Enforcement of Copyrights

We respect the intellectual property rights of others. You may not use the Site to infringe anyone else's copyright or other intellectual property right. If we find out that you are infringing, we may remove your User Content. We do not have to give you notice that we are removing your User Content. In addition to our other rights and remedies, we may also terminate your account if we determine that you are a repeat copyright infringer. We consider a repeat infringer to be a user who has been notified of infringing activity more than twice or who has had their User Content removed from the Site more than twice.

12. Notify Us of Infringers

If you believe that something on the Site violates your copyright, notify our copyright agent in writing. The contact information for our copyright agent is as follows:

Collibra Legal

Collibra Inc.
61 Broadway, 31st Floor

Phone: +1 646 893 3042

E-Mail: legal@collibra.com

In order for us to take action, your notice must include the following information consistent with the requirements of the Digital Millennium Copyright Act, 17 U.S.C. Section 512(c)(3)(A):

- your full legal name and your electronic or physical signature;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material you claim is infringing is located, including the URL or the exact location where such material may be found;
- your company affiliation (if applicable), mailing address, telephone number and e-mail address;
- a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You may also use this same process to make a complaint about trademark infringement. Again, we cannot take action unless you give us all the required information.

13. How to Communicate with Us

Only notices about infringement should go to our copyright agent. If you have anything else to communicate with us (like feedback, comments or requests for technical support), you should contact us through the methods described here.

14. Site Availability

You acknowledge that temporary interruptions in the availability of the Site may occur from time to time as normal events. Also, we may decide to cease making available the Site or any portion of the Site at any time and for any reason. Under no circumstances will Collibra or its suppliers be held liable for any damages due to such interruptions or lack of availability.

15. Links to Other Sites

The Site may contain links to other websites that we don't own or control. We are not responsible for and do not recommend or endorse these other websites, and we make no representations regarding their content or accuracy. You will not hold us responsible for any aspect of these other websites, including their content, privacy policies or anything else.

16. Warranty Disclaimer

USE OF THE SITE IS AT YOUR OWN RISK. THE SITE (INCLUDING OUR CONTENT) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED UNDER LAW, COLLIBRA AND ITS AFFILIATES, SUPPLIERS, PARTNERS AND AGENTS (THE "COLLIBRA ENTITIES") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

COLLIBRA AND THE COLLIBRA ENTITIES MAKE NO WARRANTY THAT (i) THE SITE (OR OUR CONTENT) WILL MEET YOUR REQUIREMENTS; (ii) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR THAT COLLIBRA WILL FIX ANY ERRORS OR (iii) ANY CONTENT PROVIDED ON OR THROUGH THE SITE WILL BE ACCURATE OR RELIABLE. ANY MATERIALS OBTAINED THROUGH USE OF THE SITE ARE OBTAINED AT YOUR OWN DISCRETION AND RISK AND COLLIBRA WILL NOT BE RESPONSIBLE FOR ANY DAMAGE CAUSED TO YOUR COMPUTER OR DATA OR FOR ANY BUGS, VIRUSES, TROJAN HORSES OR OTHER DESTRUCTIVE CODE RESULTING FROM USE OF THE SITE OR ANY CONTENT OBTAINED FROM THE SITE.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS, WHICH VARY FROM STATE TO STATE.

17. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED UNDER LAW, COLLIBRA AND THE COLLIBRA ENTITIES HAVE NO LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF WE HAVE BEEN ADVISED OF THEIR POSSIBILITY IN ADVANCE. THE FOREGOING LIMITATION APPLIES TO DAMAGES AND LIABILITIES ARISING FROM: (i) YOUR USE OF, OR INABILITY TO USE, THE SITE; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR USER CONTENT; (iii) THIRD PARTY CONTENT, APPS OR MATERIALS MADE AVAILABLE TO YOU THROUGH THE SITE; (iv) YOUR ACCESS TO OR USE OF APPS OR CONTENT; OR (v) ANY OTHER MATTER RELATING TO THE SITE.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COLLIBRA'S (AND THE COLLIBRA ENTITIES') ENTIRE LIABILITY TO YOU OR ANY THIRD PARTIES UNDER ANY CIRCUMSTANCES RELATING TO YOUR ACCESS TO THE SITE OR OTHER ACTIVITIES GOVERNED BY THESE TERMS WILL NOT EXCEED IN AGGREGATE ONE HUNDRED DOLLARS (US $100).

THE WAIVERS AND LIMITATIONS IN THIS SECTION 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 THESE TERMS FAILS OF ITS ESSENTIAL PURPOSE.

18. Indemnity

You agree to indemnify, defend (if we so request) and hold harmless Collibra and the Collibra Entities from and against any claim, demand, losses, damages or expenses (including reasonable attorneys' fees) arising from your User Content, your use of the Site, your connection to the Site, your violation of these Terms or your violation of any rights of any third party. Your indemnification obligation will survive the termination of these Terms and your use of the Site.

19. Termination and Suspension

We may terminate or suspend your permission to use the Site immediately and without notice upon any violation of these Terms, upon the request of law enforcement or government agencies, for extended periods of inactivity, for unexpected technical issues or problems or for engagement by you in fraudulent or illegal activities. If we terminate your use of the Site for any of these reasons or otherwise for cause, we will not refund any fees you may have paid for access to the Site.

Upon any termination we may delete your account, passwords and User Content and we may bar you from further use of the Site. You understand that we may also continue to make your User Content available on the Site even if your use of the Site is terminated or suspended. You agree that we will have no liability to you or any third party for termination of your account, User Content or access to the Site.

20. Governing Law and Venue

These Terms shall be governed by and construed in accordance with the laws of the state of New York, USA, without regard to its conflict of laws principles. Subject to Sections 21 through 23, the sole jurisdiction and venue for any claim arising from the Site or these Terms that is not subject to arbitration and cannot be heard in small-claims court, and for any issue these Terms expressly reserve for court, will be the state and federal courts located in New York, New York, USA, and each party hereby consents to the exclusive jurisdiction and venue of such courts.

21. Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

This Section explains how you and Collibra will resolve disputes. Except where prohibited by applicable law, it requires you and Collibra to resolve most disputes through binding individual arbitration instead of in court before a judge or jury. This Section also includes restrictions on class, collective, consolidated, coordinated, private-attorney-general, and representative proceedings in arbitration. Section 22 contains a separate and independent waiver of those proceedings in court or arbitration and a waiver of the right to a jury trial. These dispute-resolution terms apply to all claims between you and Collibra arising out of or relating to these Terms, the Site, or your access to or use of the Site, including claims that arose before or after you accepted these Terms or any prior version of these Terms and claims arising from conduct or use of the Site that occurred before the effective date of these Terms. They do not apply to any claim governed by a separate written agreement between you and Collibra, except to the extent that agreement expressly provides otherwise.

For purposes of this Section, references to "you" also include any person asserting a claim arising out of or relating to

your access to or use of the Site.

These Terms evidence a transaction involving interstate commerce. The Federal Arbitration Act, 9 U.S.C. §§ 1–16 ("**FAA**"), including Section 2, governs the interpretation and enforcement of this Section 21 and all proceedings under it. The FAA preempts conflicting state law to the fullest extent permitted by law. Subject to these Terms and applicable law, the applicable arbitration-provider rules govern the arbitration procedure and control over any inconsistent state procedural rule to the fullest extent permitted by law.

Scope of Arbitration

You and Collibra agree to resolve all claims through binding individual arbitration, except for (i) intellectual property Claims and (ii) claims that may be brought in small-claims court. "**IP Claims**" are claims relating to patents, copyrights, trademarks, trade secrets, or moral rights, and requests for injunctive or equitable relief for alleged unlawful use or infringement of such rights. IP Claims do not include privacy or publicity claims. Claims that are not IP Claims but are filed together with IP Claims will be resolved by arbitration. Either party may bring an individual claim in small-claims court, so long as it remains in small-claims court, is not removed or appealed to a court of general jurisdiction, and proceeds only on an individual basis and not as part of any class, collective, consolidated, coordinated, private-attorney-general, or representative proceeding. Whether a claim falls within a small-claims court's jurisdictional limits is for that court to decide in the first instance.

Pre-Arbitration Process

Before you or Collibra may file an arbitration demand or bring a claim in small-claims court, the claiming party must first send the other party a written Pre-Arbitration Notice ("**Notice**"). Good-faith, informal efforts to resolve claims often produce a faster, lower-cost, and mutually beneficial result.

A Notice is "complete" only when it includes all of the following: (i) the claiming party's full name, mailing address, email address, telephone number, country of residence, and (if the claiming party is a U.S. resident) state of residence, together with any account identifier or other contact information associated with the claiming party's use of the Site, if applicable; (ii) the name and contact information of the claiming party's attorney, if the claiming party is represented by counsel; (iii) a clear description of the nature and basis of the claim, including the relevant facts giving rise to it; (iv) a description of the specific relief sought, including any damages and a detailed calculation of those damages; and (v) a statement personally signed by the claiming party (not solely by their attorney) verifying under penalty of perjury that the contents of the Notice are true and accurate.

The Notice must concern only one party's claim.

Your Notice to Collibra must be sent via email to legal@collibra.com. Collibra's Notice to you may be sent to any email address or mailing address you have provided to Collibra in connection with the Site, an account, a Claim, or any communication with Collibra. If you have not provided Collibra with contact information, Collibra may provide Notice by any method reasonably calculated to provide you with actual notice, including personal service where permitted by law.

After the receiving party gets a complete Notice, both parties will work in good faith to resolve the dispute for 60 days from the date the complete Notice is received ("**Resolution Period**"). The Resolution Period may be extended by written agreement of the parties. During the Resolution Period, either party may request an individualized settlement conference by phone or video. Both parties must personally attend the conference (with counsel for both parties, if represented, invited to attend). A party who cannot attend by video may attend by phone upon a showing of good cause (for example, inability to afford video-capable equipment or insufficient internet access). The parties will cooperate to schedule the conference at the earliest mutually convenient time, which may fall after the 60-day period if the parties agree.

If the dispute is not resolved by the end of the Resolution Period (or any agreed extension), either party may commence arbitration, file in small-claims court, or pursue any other course permitted by these Terms.

Completing the Notice and Resolution Period steps described above is required before commencing any arbitration or small-claims court proceeding. This means that any demand for arbitration (or small-claims petition) must be accompanied by (i) a written certification that the filing party has completed the Notice and Resolution Period steps and (ii) the personal signature of the filing party (and their counsel, if represented) on both the demand and the certification.

If there is a question about whether the Notice was sufficient or whether the Resolution Period steps were completed, either party may raise that issue with a court of competent jurisdiction, and any pending arbitration will be stayed. The court has the authority to enforce this required first step, including the power to enjoin the filing, prosecution, or administration of any arbitration filed without completing this process; enjoin the assessment, collection, or invoicing of arbitration fees for any such filing; and award damages for non-compliance.

Unless prohibited by law, the arbitration administrator may not accept, administer, assess, or invoice fees for an arbitration commenced without proof of completion of this process. If an arbitration has already been filed without compliance, it must be administratively closed.

All applicable limitations periods (including any statutes of limitation) and any filing-fee deadlines are tolled from the date a complete Notice is received by the other party until the earlier of (i) the conclusion of the Resolution Period steps (including any agreed extension) or (ii) the date the dispute is resolved, withdrawn, or the filing party commences an arbitration or small-claims proceeding after the Resolution Period ends.

During any agreed extension of the Resolution Period, tolling continues.

Either party may ask a court for a temporary restraining order or preliminary injunction while the Resolution Period is ongoing, but that party may do so only if waiting would cause them irreparable harm. A court's authority under this paragraph is strictly limited to granting temporary relief to support the arbitration, small-claims, or other judicial process. The court may not decide the merits (the underlying substance) of the dispute.

Arbitration

Any arbitration will be administered by National Arbitration and Mediation ("**NAM**") under its Comprehensive Dispute Resolution Rules and Procedures (and, if applicable, its Supplemental Rules for Mass Arbitration Filings), as modified by these Terms. NAM rules and forms are available at www.namadr.com. If NAM is unavailable or unwilling to administer the arbitration consistent with these Terms, the arbitration will be administered by the American Arbitration Association ("**AAA**") under its Consumer Arbitration Rules, available at www.adr.org. If neither NAM nor AAA is available, you and Collibra will either agree on a new arbitration administrator or, if you and Collibra cannot agree, petition a court of competent jurisdiction to appoint an arbitration administrator that will administer the proceeding consistent with these Terms.

The party starting the arbitration must include all of the following with their demand for arbitration: (i) written certification that the filing party has completed the Pre-Arbitration Process described above, (ii) a copy of the Notice previously sent to the other party, (iii) a statement that the filing party is bound by these Terms and the Dispute Resolution Section, and (iv) personal signatures of the filing party and their counsel (if represented) on both the arbitration demand and the certification.

If an arbitration demand does not include all of the above, the arbitration administrator must not accept, administer, or assess fees in connection with that demand, and any such filing will be dismissed without prejudice to refiling after the deficiency is cured.

A court of competent jurisdiction has exclusive authority to decide (i) whether this Section 21 is valid, enforceable, or applicable to a particular dispute (gateway issues), (ii) whether a dispute can or must be brought in arbitration (arbitrability), (iii) whether the Pre-Arbitration Process was satisfied, (iv) whether to enjoin the filing, prosecution, or administration of an arbitration or the assessment of arbitration fees, (v) whether claims are "similar" for purposes of triggering the Mass Arbitration procedures below, and (iv) any issues specifically reserved for a court elsewhere in these Terms.

The arbitrator decides all other issues, including the merits of any properly filed claim, after the Pre-Arbitration Process has been completed. The arbitrator does not have authority to revisit the court's gateway determinations.

Unless you and Collibra agree otherwise, or the applicable arbitration rules dictate otherwise, any arbitration hearing involving a claim seeking no more than $15,000 will be held via videoconference with both parties having the option to attend the hearing live. All other hearings will take place in the county or parish of your residence. You and a Collibra representative must attend any videoconference or in-person arbitration.

At the conclusion of the arbitration, the arbitrator must issue a reasoned written decision that explains the essential findings and conclusions supporting or rejecting any award. The arbitrator's decision is binding only on the parties to that arbitration and has no precedential effect in any other proceeding involving a different party.

An award that has been fully satisfied may not be entered in any court.

By signing and filing an arbitration demand or any submission in the arbitration, each party and their counsel (if represented) certify that, to the best of their knowledge, information, and belief formed after an inquiry reasonable under the circumstances, (i) the filing is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (ii) the claims and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or establishing new law; and

(iii) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

The arbitrator is authorized to impose any sanctions available under the arbitration rules, applicable federal or state law, or standards analogous to those set forth in Federal Rule of Civil Procedure 11. Sanctions may include an award of the opposing party's reasonable attorney fees, costs, and expenses and reallocation of arbitration fees.

The arbitrator may grant any remedy, relief, or outcome that the parties could have received in court, including awards of attorney fees and costs, consistent with applicable law.

Arbitration Fees

The payment of arbitration fees (the fees imposed by the arbitration administrator including filing, arbitrator, and hearing fees) will be governed by the applicable arbitration rules and applicable law. You and Collibra agree that arbitration should be cost effective for all parties and that any party may engage with the arbitration administrator to address the reduction or deferral of fees.

Confidentiality

Except as required by law, all non-public, proprietary, or confidential information exchanged in connection with an arbitration—including the existence of the arbitration, submissions, evidence, and any award—must be kept confidential and may be used only for purposes of the arbitration or any proceeding to confirm, enforce, or challenge the award. If disclosure is required by law, the disclosing party will, to the extent allowed, seek confidential treatment (such as filing under seal) and limit disclosure to the minimum necessary.

The foregoing confidentiality obligations are subject to the limited exception set forth in the Mass Arbitration section below.

Offer of Settlement

In any arbitration, the defending party may make a written settlement offer at any time before the arbitrator issues a decision. If the party bringing the claim does not accept the settlement offer in writing within seven days after receiving it and does not obtain a more favorable result in the arbitration, the party bringing the claim must pay the defending party's costs incurred after the offer was received, including arbitration fees, to the extent permitted by applicable law. The fact and terms of the settlement offer may not be disclosed to the arbitrator until after the arbitrator issues a decision.

Individual Claims

The arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND COLLIBRA AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER IN ARBITRATION ONLY IN THAT PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF, CLAIMANT, OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, COORDINATED, PRIVATE-ATTORNEY-GENERAL, OR REPRESENTATIVE PROCEEDING.

Unless both you and Collibra agree otherwise, the arbitrator may not consolidate more than one person's claims and may not preside over any class, collective, consolidated, coordinated, private-attorney-general, or representative proceeding, except as expressly provided in the Mass Arbitration procedures below. The waiver in this paragraph applies within arbitration and is in addition to, and independent of, the standalone waiver in Section 22.

Notwithstanding the foregoing, and only to the extent required by applicable law, if a claim is asserted that includes a request for public injunctive relief (meaning injunctive relief that is primarily for the benefit of the general public and not solely for the benefit of the individual party), the parties agree that all issues other than the request for public injunctive relief shall be resolved in arbitration first (unless the claim is not subject to arbitration or is properly brought in small-claims court). Following the issuance of any final award on the arbitrable claims, any request for public injunctive relief shall be decided by a court of competent jurisdiction, to the extent required by applicable law. The court shall be bound by the findings of fact and conclusions of law made by the arbitrator to the fullest extent permitted by law.

Similarly, if, after all appeals have been exhausted (or the decision is otherwise final), a court determines that any of the prohibitions on non-individualized relief or class, collective, consolidated, coordinated, private-attorney-general, or representative proceedings are unenforceable with respect to a particular claim or request for relief, then (i) that particular claim or request for relief will be severed and may proceed in a court of competent jurisdiction; (ii) all other claims that remain subject to arbitration on an individual basis must be arbitrated first, and the court proceedings on the non-arbitrable claim(s) will be stayed pending the completion of that arbitration; (iii) any portion of the waiver of class,

collective, consolidated, coordinated, private-attorney-general, or representative proceedings that remains enforceable will continue to be enforced in arbitration; and (iv) the court will be bound by the arbitrator's findings of fact and conclusions of law to the fullest extent permitted by law.

You agree that any arbitration arising out of or relating to these Terms or the Site will be governed by this Section 21 rather than any dispute-resolution or arbitration provision in a prior version of these Terms, including with respect to claims that arose before this Section 21 became effective.

Mass Arbitration

If, at any time, 25 or more claimants submit Notices or seek to file demands for arbitration raising similar claims against the other party or related parties and are represented by the same or coordinated counsel or are otherwise coordinated by the same or related entities ("**Mass Arbitration**"), then you and Collibra agree that the additional procedures set forth below shall apply. Claims are "similar" if they arise from the same or substantially similar facts, transactions, or legal theories, even if the claimants allege different individual damages.

The parties agree that throughout this process, their counsel shall meet and confer to discuss modifications to these procedures based on the particular needs of the Mass Arbitration proceeding. The parties acknowledge and agree that by electing to participate in a Mass Arbitration proceeding, the adjudication of their claim might be delayed but that reasonable efforts will be made to minimize any delays. Any applicable limitations period (including statutes of limitation) and any filing-fee deadlines shall be tolled beginning when the other party receives a complete Notice, so long as the Notice complies with the requirements in this Dispute Resolution Section, until a claim is selected to proceed as part of a staged process or is settled, withdrawn, otherwise resolved, or opted out of arbitration.

- **Stage One.** Counsel for each side shall select 10 claims from the Mass Arbitration (20 claims total) to be filed and to proceed in individual arbitrations as part of a staged process. Each of these individual arbitrations shall be assigned to a different, single arbitrator unless the parties agree otherwise in writing. The outcomes and rulings of these Stage One arbitrations shall have no precedential or binding effect on any remaining claims. Any remaining claims shall not be filed or be deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process.
- **Stage Two.** After the Stage One arbitrations are completed (or sooner if the parties agree in writing), the remaining parties must engage in a single global mediation of all remaining claims, with the mediator's fee paid by Collibra. The parties must agree on a mediator within 30 days after the conclusion of the last Stage One arbitration. If the parties cannot agree on a mediator within 30 days, the arbitration administrator will appoint a mediator as an administrative matter. All parties will cooperate for the purpose of ensuring that the mediation is scheduled as quickly as practicable after the mediator is appointed. Notwithstanding the confidentiality obligations set forth above, the outcomes and awards from Stage One arbitrations may be shared with all parties participating in the Mass Arbitration and their counsel for purposes of the Stage Two mediation and any subsequent stage of the Mass Arbitration process described in this section.
- **Stage Three.** If the Stage Two mediation does not resolve all remaining claims, the arbitration requirement in this Dispute Resolution Section will no longer apply to any claimant who submitted a timely and complete Notice and completed the Pre-Arbitration Process. Any such party with an unresolved claim may pursue that claim in court, not in arbitration. These parties may bring their claims in court either individually or as part of a joint, consolidated, or coordinated action. However, to the fullest extent permitted by applicable law, any joint, consolidated, or coordinated court action may include only those claimants in Mass Arbitration proceedings who submitted a timely and complete Notice and completed the Pre-Arbitration Process.

A court of competent jurisdiction shall have the authority to enforce these Mass Arbitration provisions and, if necessary, to enjoin the filing, prosecution, or administration of arbitrations and the assessment of arbitration fees. If these additional procedures apply to a claim, and a court of competent jurisdiction determines that they are not enforceable as to that claim, then that claim shall proceed in a court of competent jurisdiction otherwise consistent with these Terms.

You and Collibra agree that you each value the integrity and efficiency of arbitration and wish to employ the process for the fair resolution of genuine and sincere claims between you and Collibra. You and Collibra acknowledge and agree to act in good faith to ensure the processes set forth herein are followed. You and Collibra further agree that application of these Mass Arbitration proceedings has been reasonably designed to result in an efficient and fair adjudication of such cases.

Opt Out

You may opt out of the arbitration requirements of this Dispute Resolution Section by sending written notice of your decision to opt out to legal@collibra.com within 30 days of first accepting a version of these Terms that contains this Dispute Resolution Section. Such notice must include (i) your name, (ii) your contact information (including email address, mailing address, and telephone number), and (iii) a statement that you wish to opt out of requirements to arbitrate and instead agree to resolve claims in court. If you do not timely send such notice of opting out of arbitration, then you agree to be bound by this Dispute Resolution Section's arbitration requirements. If you opt out, the opt-out applies only to this Dispute Resolution Section's arbitration requirements and does not affect any other provision of these Terms (including the standalone waiver and jury-trial waiver in Section 22, which remain in effect to the fullest extent permitted by law). If you opt out and a dispute is already pending at the time of your opt-out, your opt-out will apply to that pending dispute to the extent permitted by applicable law.

Severability and Survival

Except as expressly provided above with respect to public injunctive relief and the prohibitions on non-individualized relief or class, collective, consolidated, coordinated, private-attorney-general, or representative proceedings, if any other provision of this Section is found unenforceable or unlawful, that provision will be severed and the remainder of this Section will remain in effect. Severance will not affect the parties' ability to compel arbitration of any remaining claims on an individual basis. If this severability paragraph is itself found unenforceable, the arbitration provisions of this Section, other than the Pre-Arbitration Process, will be null and void. This Dispute Resolution Section will survive the termination of these Terms and your relationship with Collibra.

22. Class and Representative Action Waiver; Jury Trial Waiver

Except as expressly provided in Stage Three of the Mass Arbitration procedures in Section 21, you and Collibra agree that, to the fullest extent permitted by law: (i) each party may bring claims against the other only in that party's individual capacity—not as a plaintiff, claimant, or class member in any class, collective, consolidated, coordinated, private-attorney-general, or representative proceeding, whether in court or in arbitration; (ii) neither party may bring a claim on behalf of a class or group, or on behalf of any other person, except when acting as a parent, legal guardian, or other duly authorized representative of a minor or person who cannot bring their own claim; (iii) neither party may participate in any class, collective, consolidated, coordinated, private-attorney-general, or representative proceeding brought by a third party—except that you and Collibra may participate in a class-wide settlement; and (iv) both parties waive the right to a jury trial.

This waiver is separate from and independent of the arbitration agreement in Section 21 and is intended to be enforceable to the fullest extent permitted by law regardless of whether any portion of Section 21 is found invalid, unenforceable, or inapplicable. The jury-trial waiver likewise remains in effect even if the arbitration agreement is found unenforceable. If this waiver is found unenforceable for a particular claim, that claim shall proceed in court after all arbitrable claims are resolved in arbitration. This Section will survive the termination of these Terms and your relationship with Collibra.

23. Third-Party Litigation Funding Disclosure

To promote transparency, identify potential conflicts of interest, and support the fair resolution of disputes, each party must disclose any Third-Party Litigation Funding relating to a Claim.

A "**Claim**" means any dispute, controversy, demand, arbitration, lawsuit, or other proceeding arising out of or relating to these Terms, the Site, or access to or use of the Site. A Claim does not include a dispute governed by a separate written agreement between you and Collibra, except to the extent that agreement expressly provides otherwise.

"**Third-Party Litigation Funding**" means funding provided by a person or entity that is not a party to the Claim, on a nonrecourse basis, for attorneys' fees and expenses in exchange for (i) a contingent financial interest based on the result of the Claim or (ii) a nonmonetary result. Third-Party Litigation Funding does not include a personal loan, bank loan, insurance, payments made by a party to its counsel solely for legal services, or an ordinary attorney-client fee arrangement.

A party asserting a Claim must make the required disclosure no later than the time it first asserts the Claim in a Pre-Arbitration Notice, arbitration demand, complaint, or other initial pleading. Any other party must make the required disclosure no later than its first substantive response to the Claim. The disclosure must identify in writing (i) each person or entity providing Third-Party Litigation Funding, including its name, address, and, if it is a legal entity, its place of formation; (ii) whether the funder's approval is required for any litigation or settlement decision and, if so, the nature of the terms and conditions relating to that approval; and (iii) a brief description of the nature of the financial interest.

This disclosure obligation is continuing. A party must promptly supplement its disclosure if the information changes or if the party later learns that Third-Party Litigation Funding exists or has been modified.

Upon a showing of good cause that (i) the funder has authority to make material litigation or settlement decisions, (ii) the interests of a party or any putative class may not be promoted or protected, (iii) a conflict of interest may exist, or (iv) disclosure of the terms of the funding agreement is relevant to an issue in the Claim, a court of competent jurisdiction may order production of all or part of the applicable funding agreement. A funding agreement need not be produced absent agreement of the parties or such a court order.

A court of competent jurisdiction has exclusive authority to resolve any dispute concerning compliance with this Section, including whether the required showing for production has been made. The court may stay the Claim, compel disclosure or production, award costs caused by noncompliance, or order any other appropriate relief.

Any arbitrator nominated or appointed in a Claim must disclose any past or present relationship with an identified funder that could reasonably bear on the arbitrator's impartiality, including whether the arbitrator has served in another proceeding financed by that funder or has represented a client receiving financing from that funder. This obligation continues while the arbitration is pending.

24. Additional Terms

These Terms, together with our Privacy Policy and any other notices or policies we have published on the Site (and additional terms for specific features or areas, as applicable), constitute the entire agreement between you and us regarding this Site. Except as otherwise expressly provided in Sections 21 and 22, if a court having proper authority determines that any provision of these Terms is invalid or unenforceable, that provision will not apply only to the extent of the invalidity or unenforceability. The rest of these Terms will remain in effect. If we waive any of our rights under these Terms in any particular instance, it does not mean that we are waiving our rights generally or in the future. Furthermore, just because we may not enforce all our rights all of the time, it does not mean that we are waiving our rights. We may decide to enforce them at a later date. These Terms, and any rights and licenses granted under these Terms, may not be transferred or assigned by you except as expressly set forth herein, but may be assigned by us without restriction. We won't be liable to you for any delay or failure to perform any obligation we have under these Terms if the delay or failure is due to events which are beyond our reasonable control, including but not limited to any strike, blockade, war, act of terrorism, riot, natural disaster, pandemic, failure or diminishment of power or of telecommunications or data networks or services or refusal of approval or a license by a government agency. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT, IN ACCORDANCE WITH SECTIONS 20 THROUGH 23, IF YOU WANT TO ASSERT A CLAIM AGAINST COLLIBRA, YOU MUST COMMENCE ARBITRATION OR FILE THE CLAIM IN COURT, AS APPLICABLE, WITHIN ONE (1) YEAR AFTER THE EVENT THAT GAVE RISE TO THE CLAIM. OTHERWISE, THE CLAIM WILL BE PERMANENTLY BARRED. THIS PERIOD IS SUBJECT TO THE TOLLING PROVISIONS IN SECTION 21.