

**Collibra Master Cloud Agreement  
FedRAMP / GSA Schedule Contracts**

This Master Cloud Agreement, including all Orders, the Policies and the DPA (“**Agreement**”) is between Collibra Inc. (“**Collibra**”) and the entity placing an Order for or accessing the Service (“**Customer**”).

The “**Effective Date**” of this Agreement is the date which is the earlier of (a) Customer’s initial access to the Service 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.

This Agreement allows Customer to purchase access to the Service 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.

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1. **Overview.** The Service is a unique platform for data intelligence, helping organizations connect the right data and insights to the right people based on the processing of metadata, with the features and functionality described the Documentation. The Service is operated on Collibra’s service provider’s hosting servers to enable Customer and its Users to access and use the Service via the web.
  2. **The Service.**
    - 2.1. Permitted Use. During the Subscription Term, Customer may access and use the Service only for its internal business purposes in accordance with the Documentation and this Agreement, including any usage limits in an Order. This includes the right to copy and use the Software as part of its authorized use of the Service.
    - 2.2. Users. Only Users may access or use the Service. The Service 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 User login credentials.
    - 2.3. Restrictions. Customer will not (and will not permit anyone else to) do any of the following: (a) provide access to, distribute or sublicense the Service to a third-party (b) use the Service on behalf of, or to provide any product or service to, third parties, (c) use or reference the Service to develop a similar or competing product or service, (d) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to the Service, 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 Service or copy any element of the Service (other than authorized copies of the Software), (g) remove or obscure any proprietary notices in the Service, (h) publish benchmarks or performance information about the Service, (i) interfere with the Service’s operation, circumvent its access restrictions or conduct any security or vulnerability test of the Service, or (j) transmit any viruses or other harmful materials to the Service.
    - 2.4. Customer and Customer Reorganization. Customer shall not, and shall not allow or permit any third party to, deploy, use or provide access to the Service for the benefit of the operations of any other group, entity, department or agency which (a) is in a controlling, parallel, or subordinate position; or (b) becomes part of or takes over part of the operations of Customer as a result of a government or academic Reorganization. The following shall not be included in the definition of Customer: any federal, state, or local entities, public/private educational entities, healthcare groups, or any other affiliated cooperatives, agencies, alumni, or other entities outside of Customer except as otherwise specifically set forth herein.
  3. **SLA and Support.** During the Subscription Term, (a) the Service will be subject to the SLA and (b) Collibra will maintain and provide Support 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.
    - 4.2. Security. Collibra uses reasonable technical and organizational measures designed to protect the Service and Customer Data as described in the Security Policy.
    - 4.3. Personal Data. Each party agrees to comply with the DPA.

- 4.4. **Data Export.** During the Subscription Term and for 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 in accordance with its standard schedule and procedures.

## 5. Customer Obligations

- 5.1. **Generally.** Customer is responsible for its Customer Data, including its content and accuracy, and agrees to comply with Laws in using the Service. 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 Service and grant 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 and acknowledges the Service is not intended to meet any legal obligations for Prohibited Data or High Risk Activities. Notwithstanding anything else in this Agreement, Collibra has no liability for Prohibited Data or use of the Service 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 2.3 (Restrictions) or Section 5 (Customer Obligations), (b) Customer's account is 30 days or more overdue after being notified, or (c) Customer's use of the Service risks harm to other customers 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 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 the Service, 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 Service. Customer may use Professional Services deliverables only as part of its authorized use of the Service, subject to the same terms as for the Service in Section 2 (The Service) and Section 5 (Customer Obligations).
9. **Commercial Terms.**
- 9.1. **Subscription Term.** The Subscription Term shall be such period as set out in the relevant Order.
- 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 9.4 (Payment Disputes), are due within 30 days of the invoice date. Customer is responsible for incurred charges based on actual usage of the Service in excess of any commitments set out in this Order, for which Collibra may bill 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 nonrefundable except as set out in Section 10.2 (Warranty Remedy), and Section 14.4 (Mitigation and Exceptions). Customer is responsible for any sales, use, withholding or similar taxes or levies that apply to its Orders ("**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 purchases the Service 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. 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 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 Service 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 Service 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 Service (as provided by Collibra, excluding Customer Data) does 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 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 relates to the non-conforming Service 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, or (iii) Trials and Betas or other free or evaluation use.
- 10.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10.1 (LIMITED WARRANTY), THE SERVICE, 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 SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS OR THAT IT WILL MAINTAIN CUSTOMER DATA WITHOUT LOSS. 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 SERVICE AND/OR SOFTWARE 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 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 60 days. For clarity, any termination of Professional Services will not result in termination of this Agreement or any other Order
- 11.3. Effect of Termination. Upon expiration or termination of this Agreement, Customer's access to the Service 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: 2.3 (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, 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 Service, any Professional Services deliverables and related Collibra technology, templates, formats and dashboards, including any modifications or improvements to these items made by Collibra. Collibra may use Platform Data internally to operate, improve, analyze and support the Service. If Customer provides Collibra with feedback or suggestions regarding the Service or other Collibra 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 2.3 (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 Service 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 Service 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 from and against any third-party claim to the extent resulting from Customer Data, Customer Materials or Customer's breach or alleged breach of Section 5 (Customer Obligations), and will indemnify and hold harmless Collibra and its 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 Service, 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 Service, (b) replace or modify the allegedly infringing portion of the Service to avoid infringement without reducing the Service's overall functionality, or if options (a) and (b) are not commercially practicable, (c) terminate the affected Order and refund to Customer any prepaid, 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 Service or use of the Service in combination with items not provided by Collibra (including Third-Party Platforms), (2) to infringement resulting from Software other than the most recent release, (3) to unauthorized use of the Service, (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, 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.** Customer agrees that Collibra may reference Customer as a customer of Collibra, subject to trademark and logo usage guidelines provided by Customer.

**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.** 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. 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.

**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 Service.

**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 and permit them to exercise Collibra's rights, but Collibra remains responsible for the subcontractors and the delivery of the Service 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 Service is 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 Service, Customer will not and will not allow any third party to use the Service 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 Service or any direct product thereof to any location, party or end-use 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 Service 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 Service 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 Service.
- 19.12. Open Source and Third-Party Software.** The Software may incorporate third-party open source software ("**OSS**"), as listed in the Documentation or provided by Collibra upon request. Customer's internal use of the unmodified Software in the form provided and as authorized in this Agreement will not require Customer to comply with the terms of OSS licenses.
- 19.13. Government End-Users.** Elements of the Service are commercial computer software. If the user or licensee of the Service is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Service 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 Service was 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. Order of Precedence.** Unless expressly stated otherwise in an Order, in the event of conflict between the body of this Agreement and any Order, the Order shall take precedence with regards to the subject matter thereof.

## **20. Definitions.**

**"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 technical or performance information about the Service. 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 Service, 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>.

“**High Risk Activities**” means activities where use or failure of the Service 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.

“**Order**” means any Collibra-provided ordering document, online registration, or order form for access to the Service, 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 Service, as identified in an Order, and may include (a) virtual or remote one-on-one guidance in general use of the Service, (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) (“**HIPAA**”), (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.

“**Reorganization**” means any consolidation, division, change of control, or other similar action involving Customer and any third party.

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

“**Service**” means Collibra’s software-as-a-service, as identified in the relevant Order and as modified from time to time, including the Software and Documentation, 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 Collibra mobile application, desktop application, on-premise platform application and any other generally-released code (and any APIs incorporated therein) provided to Customer by Collibra for use with the Service under this Agreement.

“**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 Service as identified in an Order.

“**Support**” means support for the Service 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 Service.

“**Trials and Betas**” means a portion of the Service or Service features that may be offered on a free or trial basis or as an alpha, beta or early access offering.

“**User**” means any employee or contractor of Customer that Customer allows to use the Service on its behalf.

## **21. TERMS APPLICABLE TO CUSTOMERS USING FEDRAMP ENVIRONMENT.**

- 21.1. Authority to Operate (ATO).** If the Customer of the Service is an agency, department, or other entity of the United States Government, Customers are responsible to evaluate the Service against internal security and Federal Information Security Modernization Act of 2014 requirements. The Customer is responsible for leveraging the latest Collibra Federal Risk and Authorization Management Program (FedRAMP) package on MAX.Gov to the maximum extent possible. Upon achieving ATO status, Customer shall (as soon as reasonably practicable) share Collibra ATO status with FedRAMP Program Management Office (PMO) to reflect its use in the FedRAMP Marketplace.

- 21.2. Capability and Feature Onboarding.** The Customer acknowledges that releases of new features and capabilities in FedRAMP will not be available until additional internal and/or external security reviews are completed and approved by the Authorizing Officer. Features and capabilities with dependencies may not be available until such dependencies have achieved FedRAMP approval at the same level. Notwithstanding the DPA, certain information relating to categories of Customer Personal Data and subprocessors as described in the DPA may not apply in the FedRAMP environment.
- 21.3. Maintenance.** Notwithstanding the SLA, there may be scheduled downtime for the FedRAMP environment every Thursday evening starting 1900 ET for maintenance activities. Notification of expected downtime will be sent out prior to the scheduled maintenance window.
- 21.4. Support.** Customers shall be provided US-Only Standard Blue Support or US-Only Premium Blue Support as set out in the Support Policy, the current version of which is here: <https://collibra.com/us/en/public-sector-support>.

## **22. TERMS APPLICABLE TO ORDERS UNDER GSA SCHEDULE CONTRACTS.**

### **22.1. Add the following to the end of the preamble:**

“You” or “Customer” or “Licensee” means the Government Customer (Agency) who, under GSA Schedule Contracts, is the “Ordering Activity” which is defined as “an entity authorized to order under GSA Schedule Contracts” as defined in GSA Order ADM 4800.21, as may be amended from time to time.

### **22.2. Replace Section 6 (Suspension of Service) with the following:**

Unless explicitly inconsistent with a term or condition of the executed Order, Collibra may temporarily suspend Customer’s access to the Service and related services if (a)Reserved, (b)Reserved, or (c) Customer’s use of the Service risks harm to other customers 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.

### **22.3. Replace Section 9.2 (Fees and Taxes) with the following:**

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 9.4 (Payment Disputes), are due within 30 days of the invoice receipt date. Customer is responsible for incurred charges based on actual usage of the Service in excess of any commitments set out in this Order, for which Collibra may bill separately. Late payments are subject to a Service charge at the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. All fees and expenses are non-refundable except as set out in Section 10.2 (Warranty Remedy), and Section 14.4 (Mitigation and Exceptions). Collibra or its authorized Reseller, as applicable, shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). Fees and expenses listed on or invoiced pursuant to any Order are exclusive of taxes.

### **22.4. Add the following to the end of Section 10.3 (Disclaimers):**

This clause does not limit or disclaim any of the warranties specified in the GSA Schedule 70 contract under FAR 52.212-4(o). In the event of a breach of warranty, the Customer reserves all rights and remedies under the Agreement, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109. In the event of a breach of warranty, the Customer reserves all rights and remedies against the Reseller under the prime contract, and applicable Federal Acquisition Regulation referenced therein, and under the Contract Disputes Act, 41 USC 7101-7109 with respect to Collibra and/or the Reseller.

### **22.5. Replace Section 11.2 (Termination) with the following:**

When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause of the operative Order, Collibra shall proceed diligently with performance of this Agreement provided that (i) the Disputes Clause requires such performance and (2) such performance is otherwise consistent with law and/or regulation.

### **22.6. Section 13.3(b) is replaced with the following:**

(b) any liability which may not be excluded or limited by Law, including (1) personal injury or death resulting from Collibra’s negligence, or (2) for fraud,

### **22.7. Replace Section 13.4 (Nature of Claims: Further Limitations) with the following:**

The waivers and limitations in this Section 13 (Limitations 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 six (6) years after the claim or cause of action arose. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 13 (LIMITATIONS OF LIABILITY), NOTHING



IN THIS SECTION 13 (LIMITATIONS OF LIABILITY) SHALL BE DEEMED TO IMPAIR THE CUSTOMER'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. §§ 37293733.

**22.8. Replace Section 14.1 (Indemnification by Collibra) with the following:**

Collibra will have the right to intervene to defend Customer from and against any third-party claim to the extent alleging that the Service 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 Service 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. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

**22.9. Replace Section 14.2 (Indemnification by Customer) with the following:**

Subject to the Anti-Deficiency Act (31

U.S.C. 1341) and GSAR 552.212-4(u), Customer will defend Collibra from and against any third-party claim to the extent resulting from Customer

Data, Customer Materials or Customer's breach or alleged breach of Section 5 (Customer Obligations), and will indemnify and hold harmless Collibra and its 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.

**22.10. Add the following to the end of Section 14.3 (Procedures):**

Notwithstanding the foregoing, Collibra acknowledges the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. §516.

**22.11. Add the following to the end of Section 15.2 (Remedies):**

The foregoing is subject to GSA 552.212-4(w)(v).

**22.12. Add the following to the end of Section 16 (Required Disclosures):**

Collibra recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

**22.13. Replace Section 18 (Publicity) with the following:**

**Publicity.** Customer agrees that Collibra may reference Customer as a customer of Collibra, subject to trademark and logo usage guidelines provided by Customer, including, but not limited to General Services Acquisition Regulation (GSAR) 552.203-71.

**22.14. Add the following to the end of Section 19.1 (Assignment):**

This Agreement may be transferred or assigned only in accordance with the procedures of FAR 42.12.

**22.15. Replace Section 19.2 (Governing Law, Jurisdiction and Venue) with the following:**

This Agreement is governed by the Federal laws of the United States without regard to the United Nations Convention on the International Sale of Goods.

**22.16. Add the following to the end of Section 19.4 (Entire Agreement):**

This Agreement constitutes an addendum to a solicitation or contract, as defined in Federal Acquisition Regulation 52.212-4(s).

**22.17. Replace Section 19.7 (Force Majeure) with the following:**

In accordance with GSAR 552.212-4(f), 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.

**22.18. Add the following clause as Section 19.15 (Modifications to Agreement):**

**Modifications to Agreement.** Subject to the limitations at 552.212-4(w)(1)(vi), Collibra may modify this Agreement from time to time by giving notice to Customer by email or through the Service. 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 Service fees allocable to the terminated portion of the applicable Subscription Term.

**22.19 Replace the definition of Confidential Information in Section 20 (Definitions) with the following:**



**“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 any technical or performance information about the Service. 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.