SaaS License and Professional Services Agreement

This SaaS License and Professional Services Agreement ("Agreement") is between the Customer, identified in the Purchase Order, Annex, Statement of Work, or similar document, having its principal place of business as set forth in said document, and Collibra, Inc., ("Collibra" or "Company" or "Supplier") with its principal place of business at 61 Broadway, Suite 31,New York, New York 10006, USA. This Agreement governs the Customer's use of the Supplier software (the "Licensed Software") and the Supplier documentation made available for use with such software.   "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 4800.2I, as may be amended from time to time.

Purchase from Reseller: If Customer purchases the Service from an authorized reseller of Collibra ("**Reseller**"), Customer's use of the Service will be governed by this Agreement, subject to Section 19.15 (Reseller Orders) below.
By indicating your acceptance of this Agreement you are agreeing to be bound by the terms and conditions of this Agreement. Each party expressly agrees that this Agreement is legally binding upon it.

1. **Overview.** The Service is a unique platform for Data Intelligence, helping organizations connect the right data and insights to the right people. The Service is designed to allow Customer to catalog and track use of data across its systems and Third-Party Platforms.
2. **The Service.**
    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 Customer's authorized use of the Service.
    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. 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 (excluding misuse of accounts caused by Collibra's breach of this Agreement). Customer

will promptly notify Collibra if it becomes aware of any compromise of its User login credentials.

   3. <u>Restrictions.</u> 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) use APIs to circumvent any usage limits in an Order, including restrictions on number of authorized Users, (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.

3. **SLA and Support.** During the Subscription Term, (a) the Service will be subject to the SLA and (b) Collibra will provide Support in accordance with the Support Policy.

4. **Customer Data.**
   1. <u>Data Use.</u> 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 or pursuant to Customer instructions.
   2. <u>Security.</u> Collibra uses reasonable technical and organizational measures designed to protect the Service and Customer Data as described in the Security Policy.
   3. <u>Personal Data.</u> Each party agrees to comply with the DPA, attached hereto as Exhibit 1.
   4. <u>Data Export.</u> 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 may delete Customer Data in accordance with its standard schedule and procedures.

5. **Customer Obligations.**
   1. <u>Generally.</u> 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.

2. <u>Prohibited Uses.</u> 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 temporarily suspend Customer's access to the Service and related services where reasonably necessary if Customer breaches Section 2.3 (Restrictions) or Section 5 (Customer Obligations) and if such breach, 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. 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). Additional terms apply to Coaching Services, if applicable, as set forth here: https://www.collibra.com/coaching-services.

9. **Commercial Terms.**
   1. <u>Subscription Term.</u> The Subscription Term shall be such period as set out in the relevant Order.
   2. <u>Fees and Taxes.</u> 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. All fees and expenses are non-refundable

except as set out in Section 10.2 (Warranty Remedy), Section 14.4 (Mitigation and Exceptions) and the SLA. Customer is responsible for any sales, use, GST, value-added, withholding or similar taxes or levies that apply to its Orders, whether domestic or foreign ("**Taxes**"), other than Collibra's income tax. If Collibra has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount will be computed based on Customer's ship-to address listed in the then-current Order, unless Customer provides Collibra with a valid tax exemption certificate authorized by the appropriate taxing authority. Fees and expenses listed on or invoiced pursuant to any Order are exclusive of Taxes. You are responsible for paying all Taxes associated with your Subscription as permitted under GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (FEB 2018) GSAR 552.212-4 (w)(1)(x) Contract Terms and Conditions – Commercial Items, Taxes (FEB 2018).

10. **Warranties and Disclaimers.**
   1. <u>Limited Warranty.</u> 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 Collibra will not materially decrease the overall functionality of the Service during a Subscription Term (the "**Performance Warranty**");
      b) Collibra will perform any Technical Services in a professional and workmanlike manner (the "**Technical Services Warranty**");
      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; and
      d) Collibra will comply with all applicable Laws in its provision of the Service.
   2. <u>Warranty Remedy.</u> 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 Technical 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 Technical Services (for the Technical 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.

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 SECTION 3 (SLA AND SUPPORT), COLLIBRA DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, WILL MEET CUSTOMER'S PARTICULAR COMPLIANCE OR LEGAL NEEDS 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. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT ANY STATUTORILY REQUIRED WARRANTIES WILL BE LIMITED TO THE SHORTEST LEGALLY PERMITTED PERIOD. 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 U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109. In the event of a breach of warranty, the U.S. Government reserves all rights and remedies against the prime contractor 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 prime contractor.

11. **Term and Termination.**
    1. Term. This Agreement starts on the Effective Date and continues until expiration or termination of all Subscription Terms in accordance with the task/purchase orders issued under the Schedule contract.
    2. 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 in the receiving party's standard backups until such backups

are 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.

   3. <u>Survival.</u> 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), 11.2 (Effect of Termination), 11.3 (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 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 generate and use Usage Data to operate, improve, analyze and support the Service and for other lawful business purposes. 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.**

   1. <u>Consequential Damages Waiver.</u> **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.**

   2. <u>Liability Cap.</u> **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 by Customer to Collibra during the prior 12 months under this Agreement.**

   3. <u>Excluded Claims.</u> **"Excluded Claims"** means: (a) Customer's breach of Section 2.3 (Restrictions) or Section 5 (Customer Obligations), (b) either party's willful misconduct or fraud, (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).

4. <u>Nature of Claims and Failure of Essential Purpose.</u> The waivers and limitations in this Section 13 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.
5. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE DEEMED TO IMPAIR THE U.S. GOVERNMENT'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. §§ 3729-3733.

14. **Indemnification.**
   1. <u>Indemnification by Collibra.</u> Collibra will defend Customer from and against any third-party claim to the extent alleging that the Service, when used by Customer as authorized in this Agreement, infringes a third-party's U.S. or European patent, copyright, trademark or trade secret, 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.
   2. <u>Indemnification by Customer.</u> Subject to 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
   3. <u>Procedures.</u> The indemnifying party's obligations in this Section 14 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. 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). The indemnified party may participate in a claim with its own counsel at its own expense. Notwithstanding the foregoing, Licensor 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.
   4. <u>Mitigation and Exceptions.</u> 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 (c) terminate the affected Order and refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term. Collibra's obligations in this Section 14 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 sets out Customer's exclusive remedy and Collibra's entire liability regarding infringement of third-party intellectual property rights.**

15. **Confidentiality.**
    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. 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 19.10), provided it remains responsible for their compliance with this Section 15 and they are bound to confidentiality obligations no less protective than this Section 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. The foregoing is subject to GSA 552.212-4(w)(v).

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. 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. **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 US$50.

18. **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.

19. **General Terms.**

   1. Assignment. Neither party may assign this Agreement without the prior written consent of the other party. 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. This License Agreement may be transferred or assigned only in accordance with the procedures of FAR 42.12.

   2. Governing Law. This agreement is subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of agreement will be governed by and construed in accordance with the federal laws of the United States.

   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. If to Collibra, notice must be provided to legal@collibra.com or by mail to the applicable Collibra Contracting Entity.

   4.

Collibra Contracting Entity	Mailing Address
Collibra Inc.	61 Broadway, Suite 31 New York, New York 10006

5. If to Customer, Collibra may provide notice to the signatory and address or email address, as applicable, Customer provided at registration. 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.

6. <u>Entire Agreement.</u> This Agreement constitutes an addendum to a solicitation or contract, as defined in Federal Acquisition Regulation 52.212-4(s). As between Collibra and the Customer, this Agreement is the entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements between Collibra and the Customer regarding its subject matter. 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.

7. <u>Amendments.</u> 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. Nonetheless, 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.

8. <u>Waivers and Severability.</u> 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.

9. <u>Force Majeure.</u> Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) 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.

10. <u>Subcontractors.</u> Collibra may use subcontractors and permit them to exercise Collibra's rights, but Collibra remains responsible for their compliance with this Agreement and for its overall performance under this Agreement.

11. <u>Independent Contractors.</u> The parties are independent contractors, not agents, partners or joint venturers.

12. <u>Export.</u> Customer agrees to comply with all relevant U.S. and foreign export and import Laws in using the Service. Customer (a) represents and warrants

that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (b) agrees not to access or use the Service in violation of any U.S. export embargo, prohibition or restriction and (c) will not submit to the Service any information controlled under the U.S. International Traffic in Arms Regulations.

13. Open Source and Third-Party Software. The Software may incorporate third-party open source software ("**OSS**"), as listed in the Documentation or by Collibra upon request. To the extent required by the OSS license, that license will apply to the OSS on a stand-alone basis instead of this Agreement.

14. 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.

15. Reseller Orders. This Section applies to any access to the Service purchased by Customer through an authorized Reseller.

    a) Commercial Terms. 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. Collibra may suspend or terminate Customer's rights to use the Service pursuant to Section 6 (Suspension of Service) above. 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 specified.

    b) Relationship with Collibra. This Agreement is directly between Collibra and Customer and governs all use of the Service by Customer. Resellers are not authorized to modify this Agreement or make any promises or commitments on Collibra's behalf, and Collibra is not bound by any obligations to Customer other than as set forth in this Agreement. Collibra is not 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. The amount paid or payable by the Reseller to Collibra for Customer's use of the applicable Service under this Agreement will be

deemed the amount paid or payable by Customer to Collibra under this Agreement for purposes of Section 13 (Limitations of Liability).

20. **Definitions.**

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

"Business Associate Agreement" is a separate addendum to this Agreement between Customer and Collibra covering the handling of Protected Health Information (as defined in HIPAA) and which becomes part of this Agreement upon its execution.

"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 any data, content or materials that Customer (including its Users) submits to the Service, including from Third-Party Platforms.

"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://community.collibra.com/docs/user/5.7/Default.htm#DGCLicenses/co_user-licenses.htm.

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

"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.

"Laws" 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, order description, order confirmation or SOW referencing this Agreement.

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

"Professional Services" means the following professional services as may be provided by Collibra to assist Customer in using the Service, as identified in an Order:
(a) **"Coaching Services"**: virtual or remote one-on-one guidance in general use of the Service,
(b) **"Training"**: access to Collibra University or other online or in-person training sessions, and
(c) **"Technical Service"**: 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"**) (unless Customer and Collibra have executed a Business Associate Agreement), (b) credit, debit or other payment card data subject to the Payment Card Industry Data Security Standards (PCI DSS), and (c) any data similar to the above protected under foreign or domestic Laws.

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

"Service" means Collibra's 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 and Third-Party Platforms. Service includes Collibra's internal use of Customer Data for product improvement purposes.

"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 and any other generally-released code (and any APIs incorporated therein) provided to Customer by Collibra for use with the Service under this Agreement.

"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 its 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 or product not provided by Collibra that Customer elects to integrate or enable for use with the Service.

"Travel Policy" means the Collibra Travel Policy, the current version of which is here: https://www.collibra.com/ps-terms-and-conditions/travel-expense-policy.

"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.

"Usage Data" means Collibra's technical logs, data and learnings about Customer's use of the Service, but excluding Customer Data.

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

Exhibit 1

DPA

Data Processing Addendum

This Data Processing Addendum ("**DPA**") is entered into by and between Collibra NV ("**Collibra**") and its wholly owned subsidiary, either Collibra Inc. or Collibra UK Limited (as applicable, "**Vendor**"), on the one hand, and you, a customer of Vendor for Collibra products and/or services ("**Customer**"), on the other hand, and amends and forms part of the commercial agreement between Customer and Vendor for Collibra products and/or services (the "**Agreement**"). This DPA is made effective as of the date of the Agreement and prevails over any conflicting term of the Agreement (except with respect to the Agreement's liability and indemnification provisions), but does not otherwise modify the Agreement. Collibra may modify this DPA from time to time upon written notice to Customer via (a) an email notification or (b) a message through the Collibra product platform, provided that the terms of this DPA shall be no less protective of Customer's rights and data as those contained herein as of the date of the Agreement.

1. **Scope and Purpose of DPA**

    1. This DPA applies to processing of personal data provided by Customer to Collibra for the purposes of (a) providing the services under the Agreement (the "**Services**"), and (b) maintaining, processing or otherwise managing such data solely for the benefit of and on behalf of Customer and under the exclusive direction and control of Customer, in each case solely in Collibra's capacity as a service provider of Customer (collectively, the "**Covered Data**"). All personal data provided by Customer to Collibra in connection with the Services and/or its business relationship with Collibra that is not Covered Data is collected, processed, used and/or shared by Collibra in compliance with its Privacy Policy.

    2. Collibra strives to process Covered Data in compliance with applicable laws, rules and regulations. The Schedules to this DPA address compliance with specific jurisdictional privacy laws, rules and regulations, and only govern Collibra's processing of Covered Data hereunder to the extent such privacy laws, rules or regulations have jurisdiction over such Covered Data or Collibra's processing thereof.

    3. Capitalized terms used but not defined herein have the meaning given to them in the Agreement.

2. **Confidentiality, Security and Personal Data Breaches**

    1. Collibra will ensure that all personnel authorized to process Covered Data are subject to an obligation of confidentiality.

    2. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Collibra will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including the measures listed in the Collibra Security Policy.

3. Customer acknowledges that the security measures in the Collibra Security Policy are appropriate in relation to the risks associated with Customer's intended processing, and will notify Collibra prior to any intended processing for which Collibra's security measures may not be appropriate.

4. Collibra will notify Customer without undue delay after becoming aware of a data breach involving Covered Data. If Collibra's notification is delayed, it will be accompanied by reasons for the delay.

3. Audit

1. Collibra must make available to Customer all information necessary to demonstrate compliance with the obligations of this DPA and allow for and contribute to audits, including inspections, as mandated by an applicable, authorized governmental regulatory authority, or reasonably requested by Customer and performed by an independent auditor as agreed upon by Customer and Collibra.

2. Collibra will inform Customer if Collibra believes that Customer's instruction under Section 3.1 infringes or violates applicable law. Collibra may suspend the audit or inspection, or withhold requested information until Collibra has modified or confirmed the lawfulness of the instructions in writing.

3. Subject to GSAR 552.212-4(w), Collibra and Customer each bear their own costs related to an audit.

4. Notifications

Customer will send all notifications, requests and instructions under this DPA to Collibra's Chief Privacy Officer via email to privacy@collibra.com.

5. No Liability

In no event shall Collibra be liable for any damages, fines, or costs arising from or related to the acts or omissions of Customer in relation to the subject matter of this DPA, including to the extent that the Agreement requires Collibra to collect, use, retain, disclose, or reidentify any Covered Data as directed by Customer.

6. Termination and return or deletion

1. This DPA is terminated upon the termination of the Agreement.

2. Customer may request return of Covered Data up to thirty (30) days after termination of the Agreement. Unless required or permitted by applicable law, Collibra will securely delete all remaining copies of Covered Data in accordance with Collibra's standard data retention practices.

7. Invalidity and severability

1. If any provision of this DPA is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, then the invalidity or unenforceability of such

provision does not affect any other provision of this DPA and all provisions not affected by such invalidity or unenforceability will remain in full force and effect.

Schedule 1

Intentionally Omitted

Schedule 2

CCPA

This Schedule 2 to the DPA applies solely to the processing of Covered Data under CCPA, as defined herein.

1. **Definitions**.
   In this Schedule 2:

   1. **"CCPA"** means the California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100 to 1798.199) and its implementing regulations, as amended or superseded from time to time.

   2. The capitalized terms used in this
      Schedule 2 and not otherwise defined in this Addendum shall have the definitions set forth in the CCPA.

2. **Roles and Scope.**

   1. This Schedule 2 applies to the collection, retention, use, disclosure, and sale of Personal Information provided by Customer or which is collected on behalf of Customer by Collibra to provide Services to Customer pursuant to the Agreement or to perform a Business Purpose.

   2. Customer is a Business and appoints Collibra as a Service Provider to process Personal Information on behalf of Customer.. This Schedule 2 applies solely with respect to Collibra's processing of Personal Information as a Service Provider of Customer. This Schedule 2 shall not apply to Personal Information collected by Collibra as a Business.

3. **Restrictions on Processing.**

   1. Collibra is prohibited from retaining, using, or disclosing the Personal Information provided by Customer or which is collected on behalf of Customer for any purpose other than for the specific purpose of performing the Services specified in the Agreement for Customer, as set out in this DPA, or as otherwise permitted by the CCPA.

   2. Collibra shall not further collect, sell, or use the Personal Information except in connection with the performance of the Business Purpose.

4. **Notice.**
   Customer represents and warrants that it has provided notice that Personal Information is being used or shared consistent with Cal. Civ. Code 1798.140(t)(2)(C)(i).

5. **Consumer Rights.**

   1. Collibra shall provide reasonable assistance to Customer in facilitating compliance with Consumer rights requests.

2. Upon direction by Customer, and in any event no later than thirty (30) days after receipt of a request from Customer, Collibra shall promptly delete Personal Information as directed by Customer. Collibra shall not be required to delete any Personal Information to comply with a Consumer's request directed by Customer if it is necessary to maintain such information in accordance with Cal. Civ. Code 1798.105(d), in which case Collibra shall promptly inform Customer of the exceptions relied upon under 1798.105(d) and Collibra shall not use the Personal Information retained for any other purpose than provided for by that exception.

6. **Deidentified Information.**In the event that either party shares Deidentified Information with the other party, the receiving party warrants that it: (a) has implemented technical safeguards that prohibit reidentification of the Consumer to whom the information may pertain; (b) has implemented business processes that specifically prohibit reidentification of the information; (c) has implemented business processes to prevent inadvertent release of Deidentified Information; and (d) will make no attempt to reidentify the information.

7. **Mergers, Sale, or Other Asset Transfer.** In the event that either party transfers to a Third Party the Personal Information of a Consumer as an asset that is part of a merger, acquisition, bankruptcy, or other transaction in which the Third Party assumes control of all or part of such Party to the Agreement, that information shall be used or shared consistently with applicable law. If a Third Party materially alters how it uses or shares the Personal Information of a Consumer in a manner that is materially inconsistent with the promises made at the time of collection, it shall provide prior notice of the new or changed practice to the Consumer in accordance with applicable law.

8. **As Required by Law.**
Notwithstanding any provision to the contrary of the Agreement or this DPA, Collibra may cooperate with law enforcement agencies concerning conduct or activity that it reasonably and in good faith believes may violate federal, state, or local law.

9. **Sale of Information**

    1. The parties acknowledge and agree that the exchange of Personal Information between the parties does not form part of any monetary or other valuable consideration exchanged between the parties with respect to the Agreement or this DPA.