

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.

To the extent an Order contains On-Prem Software (as defined in the Collibra Data Quality Addendum), the terms and conditions of the Collibra Data Quality Addendum, attached hereto as Exhibit 6 shall apply to Customer’s license and use of the On-Prem Software, and the Collibra Data Quality Addendum is incorporated herein by reference.

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

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 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. **Subscription Term.** The Subscription Term shall be such period as set out in the relevant Order.

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. 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. 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 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. 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 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. **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), 11.2 (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. **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.**
 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 by Customer to Collibra during the prior 12 months under this Agreement.**
 3. **Excluded Claims.** **"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. Nature of Claims and Failure of Essential Purpose. 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. Indemnification by Collibra. 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. Indemnification by Customer. 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. Procedures. 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. 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 (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. Entire Agreement. 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. 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. 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. 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.
9. Force Majeure. 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. Subcontractors. 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. Independent Contractors. The parties are independent contractors, not agents, partners or joint venturers.
12. Export. 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://productresources.collibra.com/documentation>.

“**DPA**” means the Data Processing Addendum, [attached](#) hereto as Exhibit 1.



“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> and attached hereto as Exhibit 2.

“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> and attached hereto as Exhibit 3.

“**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, as applicable: (i) the Collibra Support Policy for Standard and Premium levels of Support, the current version of which is here: <https://www.collibra.com/support-policy>; or (ii) the Support Terms for Standard Blue and Premium Blue levels of Support, the current version of which is here: https://www.collibra.com/wp-content/uploads/Collibra_US_Blue_Support_Terms_Updated_April_2022.pdf, and attached hereto as Exhibit 4.

“**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> and attached hereto as Exhibit 5.

“**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.

Exhibit 2 Security Policy

I. Purpose

This Security Policy sets forth the information security program and infrastructure policies that Vendor will meet and maintain in order to protect the Customer Data from unauthorized use, access or disclosure, during the term of Customer's Agreement with Vendor. Vendor may modify the terms of this Security Policy from time to time, provided that such terms shall be no less protective of Customer Data as those currently in effect.

The terms of this Security Policy are incorporated by reference in the Master Cloud Agreement, and capitalized terms not defined herein shall have the meanings ascribed to them in the Master Cloud Agreement between Vendor and Customer, provided, however, that if Vendor and Customer have not entered into a Master Cloud Agreement, capitalized terms are defined as follows:

- "Agreement" shall mean the agreement pursuant to which Vendor provides Customer with access to Vendor's cloud products and services.
- "Customer" shall mean the customer contracting with Vendor for access to and use of Vendor's cloud products and services.
- "Customer Data" shall mean any data, content or materials that Customer (including its authorized users) submits to the Services, including from third-party platforms.
- "Services" shall mean the cloud services provided under the Agreement.
- "Vendor" shall mean Collibra UK Limited or Collibra Inc., as applicable, depending on the legal entity contracting with Vendor.

II. Information Security Management Program

Vendor will maintain an information security program designed to protect and secure Customer Data from unauthorized access or use. The information security program will be documented and updated based on changes in applicable legal and regulatory requirements related to privacy and data security practices and industry standards applicable to Vendor. The program is based off of industry standards including standards from ISO, NIST, and the Cloud Security Alliance.

III. Standards

Vendor incorporates commercially reasonable and appropriate methods and safeguards to protect the security, confidentiality, and availability of Customer Data. Vendor will, at a minimum, adhere to applicable information security practices as identified in International Organization for Standardization 27001 (ISO/IEC 27001) (or a substantially equivalent or replacement standard).

IV. Independent Assessments

On an annual basis, Vendor has an independent third-party organization conduct an independent assessment of our security policies and procedures. Vendor undergoes penetration testing from independent third parties of its network and applications at minimum annually.

V. Information Security Policies

Vendor will implement, maintain, and adhere to its internal information security and privacy policies that address the roles and responsibilities of Vendor's personnel, including both technical and nontechnical personnel, who have direct or indirect access to Customer Data in connection with the Service. All Vendor personnel with access to Customer Data will receive annual training on Vendor's information security program.

VI. Information Security Infrastructure

1. Access Controls

Vendor will ensure that appropriate access controls are in place to protect Customer Data. Vendor agrees that it will maintain appropriate access controls (physical, technical, and administrative) and will maintain such access controls in accordance with Vendor's policies and procedures. Access controls will be audited at a minimum every 6 months to ensure access to compliance to policies.

2. Encryption

Vendor implements industry standard encryption for all encryption within the subscription service. At a minimum, Vendor will use the Advanced Encryption Standard (AES) algorithm with a minimum key size of 256 bits for at rest encryption and Transport Layer Security (TLS) 1.2 for in transit encryption.

3. Network Security

Vendor has network protections in place that are standard with a SaaS organization. Cloud native tools like security groups, software-defined networking, and infrastructure as code ensure that the Cloud network has protections in place.

4. Host Security



Vendor uses reasonable efforts to ensure that Vendor's operating systems and applications associated with the subscription service and are associated with Customer Data are hardened in accordance with CIS Security Benchmarks, patched and secured to mitigate the impact of security vulnerabilities in accordance with Vendor's patch management processes. In addition, all servers have industry standard antivirus and host-based intrusion detection/prevention.

5. Data Management

Vendor has adequate information security infrastructure controls in place for Customer Data obtained, transported, and retained by Vendor for the provision of the Services. Vendor will destroy, delete, or otherwise make irretrievable Customer Data upon the disposal or repurposing of storage media containing Customer Data. Customer Data is logically separated from the Customer Data of other Vendor customers.

6. Monitoring

Vendor implements monitoring in its Cloud environment to ensure continuous security monitoring of events. Vendor uses Cloud-native logs to ensure that access and network events are monitoring, logged, and stored. Infrastructure logs are stored up to a year to support analysis and investigation as needed.

Notwithstanding the foregoing, Customer understands and acknowledges that Customer will be solely responsible for implementing and maintaining access and security controls on its own systems.

VII. Software Development Life Cycle

Vendor's Software Development Life Cycle (SDLC) methodology governs the acquisition, development, configuration, maintenance, modification and management of infrastructure and software components. The SDLC methodology is consistent with the defined security, integrity, availability, and confidentiality policies of Vendor. System source/object code is protected from unauthorized access. Access privileges to the source code repository are reviewed periodically and limited to authorized employees.

VIII. Security Incident Management

1. Notice

Vendor will notify Customer of any confirmed Security Incident. Vendor will cooperate with Customer's reasonable requests for information regarding any such Security Incident, and Vendor will provide regular updates on the Security Incident and the investigative action and corrective action taken. "Security Incident" means unauthorized access to, acquisition, or use of unencrypted Customer Data that has the potential to cause identity theft or financial harm to Customer's employees or participants.

2. Remediation

In the event that Vendor knows or has reason to know of a Security Incident, Vendor will, at its own expense: (i) investigate the Security Incident; (ii) provide Customer with a remediation plan to address the Security Incident and to mitigate the incident and reasonably prevent any further incidents; (iii) remediate the effects of the Security Incident in accordance with such remediation plan; and (iv) reasonably cooperate with Customer and any law enforcement or regulatory official investigating such Security Incident.

IX. Business Continuity and Disaster Recovery

Vendor implements and maintains business continuity and disaster recovery capabilities designed to minimize disruption of providing the Services to Customer. Vendor will review its business continuity and disaster recovery plans on at least an annual basis and update such plans, as needed. Further, Vendor will, at its discretion, perform annual testing of its business continuity and disaster recovery capabilities and provide to Customer, upon written request, and during the term of the Agreement, a summary of Vendor's business continuity and disaster recovery capabilities, including related testing performed during the last year.

**Exhibit 3
Service Level Agreement**

1. Target Availability. Vendor will use commercially reasonable efforts to make the Service available with an uptime of 99.5% of each calendar month ("Target Availability").

How we calculate Service Uptime:

The Service Uptime, which will be subject for Service Credits if it is lower than Target Availability, will be calculated on a monthly basis as follows:

Service Uptime = $(\text{Total Time} - \text{Service Downtime}) / \text{Total Time}) * 100$.

Where: "Total Time" means the total number of minutes available in that monthly period.

"Service Downtime" means the time in minutes that Customer may not access the Services during that monthly period outside of the exclusions in Section 2 of this SLA document.

2. Exclusions. The calculation of uptime will not include unavailability to the extent due to: (a) Customer's use of the Service in a manner not authorized in the Agreement or Documentation, (b) general Internet problems, force majeure events or other factors outside of Vendor's reasonable control, (c) Customer's equipment, software, network connections or other infrastructure, (d) third party systems, acts or omissions or (e) Scheduled Maintenance or reasonable emergency maintenance. "Scheduled Maintenance" means Vendor's scheduled routine maintenance. Scheduled Maintenance will not exceed twenty (20) hours per month and Vendor will use commercially reasonable efforts to perform Scheduled Maintenance only in four (4) hour blocks of time on Saturday or Sunday.
3. Service Credits. If there is a verified failure of the Service to meet Target Availability in a particular month and Customer makes a request for service credit within thirty (30) days after the end of such month, Customer will be entitled to a credit based on the monthly portion of the annual fees due for the affected Service in such month ("Service Credit"). The Service Credit will be calculated as follows:

Uptime	Service Credit (% of monthly fees)	Service Credit (% of monthly fees) if Customer has purchased Premium Support*
99.00% — 99.49%	1%	5%
98.00% — 98.99%	5%	10%
96.00% — 97.99%	10%	15%
< 96.00%	15%	20%

4. Vendor will apply each Service Credit to Customer's next invoice, provided that Customer's account is fully paid up, without any outstanding payment issues or disputes. Customer will not receive any refunds for any unused Service Credits. Service Credits in any month will not exceed 15% (or 20% for Premium Support) of the monthly fees due.
5. Exclusive Remedies. Service Credits constitute liquidated damages and are not a penalty. Service Credits are Customer's sole and exclusive remedy, and Vendor's sole and exclusive liability, for Vendor's failure to meet the Target Availability.

*Premium Support is Vendor's enhanced support offering which is further described in the Support Policy and may be licensed for an annual fee pursuant to an Order.



Exhibit 4
Support Policy (Standard Support and Premium Support)

Support Terms

Vendor offers support services for the Service (“**Support**”) in accordance with the following terms:

I. Standard Support Policy

The Standard Support Policy (the “Support Policy”) is included with the Service.

A. Support Hours. Support is provided during Vendor’s normal business hours (9AM – 6PM EST/PST/GMT/CET/AEST (depending on the time zone of Customer’s address in the Order Form and not including weekends or holidays).

B. Incident Submission and Customer Cooperation. Customer may report errors or abnormal behavior of the Service (“**Incidents**”) by contacting Vendor at the applicable email or phone number specified in the table below. Customer will provide information and cooperation to Vendor as reasonably required for Vendor to provide Support. This includes, without limitation, providing the following information to Vendor regarding the Incident:

- Aspects of the Service that are unavailable or not functioning correctly
- Incident’s impact on users
- Start time of Incident
- List of steps to reproduce Incident
- Relevant log files or data
- Wording of any error message
- Incident ID# (when specified by Vendor)

C. Incident Response. Vendor’s Support personnel will assign a severity level (“**Severity Level**”) to each Incident and seek to provide responses in accordance with the table below.

Severity Level	Description	Support Portal	Target Response Times
Severity 1	Operation of the Service is critically affected (not responding to requests or serving content) for a large number of users; no workaround available.	http://support.collibra.com	2 Business Hours
Severity 2	Service is responding and functional but performance is degraded, and/or Incident has potentially severe impact on operation of the Service for multiple users.	http://support.collibra.com	4 Business Hours
Severity 3	Non-critical issue; no significant impact on performance of the Service but user experience may be affected.	http://support.collibra.com	1 Business Day

D. Exclusions. Vendor will have no obligation to provide Support to the extent an Incident arises from: (a) use of the Service by Customer in a manner not authorized in the Agreement or the applicable Documentation; (b) general Internet problems, force



majeure events or other factors outside of Vendor’s reasonable control; (c) Customer’s equipment, software, network connections or other infrastructure; or (d) third party systems, acts or omissions.

II. Premium Support Policy

For customers with more demanding support requirements, Vendor offers premium support (“Premium Support”) as an annual subscription. If Customer has licensed premium support, the following Support Policy (the “Premium Support Policy”) will apply and all references to the Support Policy will be deemed references to this Premium Support Policy and references to Support will be deemed references to Premium Support.

A. Support Hours. Support is provided 24 hours a day 5 days a week (Monday through Friday) (depending on the time zone of Customer’s address in the Order Form and not including weekends or holidays).

B. Incident Submission and Customer Cooperation. Customer may report errors or abnormal behavior of the Service (“Incidents”) by contacting Vendor at the applicable email or phone number specified in the table below. Customer will provide information and cooperation to Vendor as reasonably required for Vendor to provide Support. This includes, without limitation, providing the following information to Vendor regarding the Incident:

- Aspects of the Service that are unavailable or not functioning correctly
- Incident’s impact on users
- Start time of Incident
- List of steps to reproduce Incident
- Relevant log files or data
- Wording of any error message
- Incident ID# (when specified by Vendor)

C. Incident Response. Vendor’s Support personnel will assign a severity level (“Severity Level”) to each Incident and seek to provide responses in accordance with the table below.

Severity Level	Description	Support Portal	Target Response Times
Severity 1	Operation of the Service is critically affected (not responding to requests or serving content) for a large number of users; no workaround available.	http://support.collibra.com	15 Business Minutes
Severity 2	Service is responding and functional but performance is degraded, and/or Incident has potentially severe impact on operation of the Service for multiple users.	http://support.collibra.com	2 Business Hours
Severity 3	Non-critical issue; no significant impact on performance of the Service but user experience may be affected.	http://support.collibra.com	4 Business Hours

D. Exclusions. Vendor will have no obligation to provide Support to the extent an Incident arises from: (a) use of the Service by Customer in a manner not authorized in the Agreement or the applicable Documentation; (b) general Internet problems, force majeure events or other factors outside of Vendor’s reasonable control; (c) Customer’s equipment, software, network connections or other infrastructure; or (d) third party systems, acts or omissions.



E. Incident Response Target Resolution Time If a Severity 1 Incident prevents the Customer from making productive use of the Service, Vendor shall use commercially reasonable efforts to provide an effective workaround or resolution within seventy two (72) hours after Vendor has been notified of the Error and after Vendor's verification and reproduction of the error that gives rise to the Severity Level 1 Incident subject to the following:

- The workaround shall be provided within the time frame above if Vendor confirms that the Service was the cause of the Error;
- Vendor's implementation of the workaround is contingent upon Customer's provision of all necessary access to information and/or views as necessary including, without limitation, Vendor's access to requisite back-ups and/or data dumps (as applicable); and
- The workaround shall only apply to the production environment.

In view of the variety of issues that can arise, Vendor does not guarantee the Resolution of any Error within any specified time frame.

F. Premium Support Engineer and Process

- **PSE.** The Customer will be assigned a PSE. The PSE is a support engineer who will serve as the single point of contact for Customer's support queries. The Customer can select its PSE based on the Customer's preferred time zone. The PSE will work with the Customer to understand the Customer's technical environment and to facilitate the Customer's technical needs regarding the Service.
- **Priority Ticket Routing.** Support tickets created by the Customer through the Vendor support portal will be routed to the PSE through priority routing. Support tickets submitted outside of the PSE's working hours will be responded to by one of Vendor's support engineers dedicated to providing Premium Support.
- **Bi-Annual Support Operations Review.** Vendor will conduct a bi-annual support operations review with the Customer (such review to be conducted via virtual meeting or conference call). In the Bi-Annual Support Operations Review, Vendor and Customer will review: achieved milestones, key learnings and retrospectives, and Vendor will provide a high-level review of Vendor's upcoming releases and technology roadmap.
- **Regularly Scheduled Support Cadence and Status Report.** Vendor will provide the Customer with a "support snapshot" that provides the Customer with reporting of its support tickets submitted, the status of those tickets and applicable next steps. The support cadence will allow Customer and Vendor to review and prioritize support tickets.

End of Life Terms

Vendor is dedicated to continuous improvement of the Service. In general, if Vendor discontinues a product or feature offered within the Service, it is because such product feature has been replaced with a product or feature that is functionally equivalent or better. From time to time, however, Vendor may decide to cease offering and supporting a product or feature within the Service without a replacement. Therefore, in such event, Vendor will only do so upon at least eighteen (18) months' prior written notice to Customer ("Sunset Notice Period"). In the event Customer's then-current Subscription Term continues beyond the Sunset Notice Period (i.e. Customer's remaining portion of the then-current Subscription Term is longer than eighteen (18) months from the date of notification by Vendor), Customer may terminate the Agreement in its entirety, or, within Vendor's discretion, as to the affected product or feature, at any time during the Sunset Notice Period upon thirty (30) days' written notice to Vendor, but no later than thirty (30) days prior to the end of the Sunset Notice Period. Customer will be entitled to a pro-rated refund as to the terminated, pre-paid Service or any portion thereof in such case.



Exhibit 4

Support Policy (US-Only Standard Blue Support and US-Only Premium Blue Support)

I. Standard Support Policy – US Only or Standard Blue Support

For customers with more stringent security or compliance support requirements, Collibra offers Standard Support US Only as an annual subscription. If Customer has licensed Standard Support US Only support, the following Support Policy (the “Standard Support US Only Policy”) will apply and all references to the Support Policy will be deemed references to this Standard Support US Only Policy and references to Support will be deemed references to Standard Support US Only.

A. Support Hours. Support hours are also considered as business hours. Support is provided during Collibra’s normal business hours (9AM – 6PM EST/PST) (depending on the time zone of Customer’s address in the Order Form and not including weekends or US Federal holidays).

B. Incident Submission and Customer Cooperation. Customer may report errors or abnormal behavior of the Service (“Incidents”) by contacting Collibra at the applicable email or phone number specified in the table below. Customer will provide information and cooperation to Collibra as reasonably required for Collibra to provide Support. This includes, without limitation, providing the following information to Collibra regarding the Incident:

- Aspects of the Service that are unavailable or not functioning correctly
- Incident’s impact on users
- Start time of Incident
- List of steps to reproduce Incident
- Relevant log files or data
- Wording of any error message
- Incident ID# (when specified by Collibra)

C. Supporting Personnel. Support Engineers are US citizens and will perform all support while located within the US. Requests may be routed to support engineers in different regions within the US depending on the ticket request time, product, and severity level.

D. Incident Response. Collibra’s Support personnel will assign a severity level (“Severity Level”) to each Incident and seek to provide responses in accordance with the table below.

Severity Level	Description	Support Portal	Target Response Times
Severity 1	Operation of the Service is critically affected (not responding to requests or serving content) for a large number of users; no workaround available.	http://support.collibra.com	2 Hours
Severity 2	Service is responding and functional but performance is degraded, and/or Incident has potentially severe impact on operation of the Service for multiple users.	http://support.collibra.com	4 Business Hours
Severity 3	Non-critical issue; no significant impact on performance of the Service but user experience may be affected.	http://support.collibra.com	1 Business Day

E. Exclusions. Collibra will have no obligation to provide Support to the extent an Incident arises from: (a) use of the Service by Customer in a manner not authorized in the Agreement or the applicable Documentation; (b) general Internet problems, force majeure events or other factors outside of Collibra’s reasonable control; (c) Customer’s equipment, software, network connections or other infrastructure; or (d) third party systems, acts or omissions.

II. Premium Support Policy - US Only (Premium Blue support)

For customers with more demanding support requirements, Collibra offers premium support (“Premium Support”) as an annual subscription. If Customer has licensed premium support, the following Support Policy (the “Premium Support Policy”) will apply and all references to the Support Policy will be deemed references to this Premium Support Policy and references to Support will be deemed references to Premium Support.

A. Support Hours. Support hours are also considered as business hours. Support is provided 24 hours a day 5 days a week (Monday through Friday) (depending on the time zone of Customer’s address in the Order Form and not including weekends or US Federal holidays).



B. Incident Submission and Customer Cooperation. Customer may report errors or abnormal behavior of the Service (“Incidents”) by contacting Collibra at the applicable email or phone number specified in the table below. Customer will provide information and cooperation to Collibra as reasonably required for Collibra to provide Support. This includes, without limitation, providing the following information to Collibra regarding the Incident:

- Aspects of the Service that are unavailable or not functioning correctly
- Incident’s impact on users
- Start time of Incident
- List of steps to reproduce Incident
- Relevant log files or data
- Wording of any error message
- Incident ID# (when specified by Collibra)

C. Supporting Personnel. Support Engineers are US citizens and will perform all support while located within the US. Requests may be routed to support engineers in different regions within the US depending on the ticket request time, product, and severity level.

D. Incident Response. Collibra’s Support personnel will assign a severity level (“Severity Level”) to each Incident and seek to provide responses in accordance with the table below.

Severity Level	Description	Support Portal	Target Response Times
Severity 1	Operation of the Service is critically affected (not responding to requests or serving content) for a large number of users; no workaround available.	http://support.collibra.com	15 Minutes
Severity 2	Service is responding and functional but performance is degraded, and/or Incident has potentially severe impact on operation of the Service for multiple users.	http://support.collibra.com	2 Business Hours
Severity 3	Non-critical issue; no significant impact on performance of the Service but user experience may be affected.	http://support.collibra.com	4 Business Hours

E. Exclusions. Collibra will have no obligation to provide Support to the extent an Incident arises from: (a) use of the Service by Customer in a manner not authorized in the Agreement or the applicable Documentation; (b) general Internet problems, force majeure events or other factors outside of Collibra’s reasonable control; (c) Customer’s equipment, software, network connections or other infrastructure; or (d) third party systems, acts or omissions.

F. Incident Response Target Resolution Time If a Severity 1 Incident prevents the Customer from making productive use of the Service, Collibra shall use commercially reasonable efforts to provide an effective workaround or resolution within three (3) business days after Collibra has been notified of the Error and after Collibra’s verification and reproduction of the error that gives rise to the Severity Level 1 Incident subject to the following:

- The workaround shall be provided within the time frame above if Collibra confirms that the Service was the cause of the Error;
- Collibra’s implementation of the workaround is contingent upon Customer’s provision of all necessary access to information and/or views as necessary including, without limitation, Collibra’s access to requisite back-ups and/or data dumps (as applicable); and
- The workaround shall only apply to the production environment.

In view of the variety of issues that can arise, Collibra does not guarantee the Resolution of any Error within any specified time frame.

G. Premium Support Engineer and Process

- PSE. The Customer will be assigned a PSE located in the US. The PSE is a support engineer who will serve as the single point of contact for Customer’s support queries. The PSE will work with the Customer to understand the Customer’s technical environment and to facilitate the Customer’s technical needs regarding the Service.



- **Priority Ticket Routing.** Support tickets created by the Customer through the Collibra support portal will be routed to the PSE through priority routing. Support tickets submitted outside of the PSE's working hours will be responded to by one of Collibra's support engineers dedicated to providing Premium Support.
- **Bi-Annual Support Operations Review.** Collibra will conduct a bi-annual support operations review with the Customer (such review to be conducted via virtual meeting or conference call). In the Bi-Annual Support Operations Review, Collibra and Customer will review: achieved milestones, key learnings and retrospectives, and Collibra will provide a high-level review of Collibra's upcoming releases and technology roadmap.
- **Regularly Scheduled Support Cadence and Status Report.** Collibra will provide the Customer with a "support snapshot" that provides the Customer with reporting of its support tickets submitted, the status of those tickets and applicable next steps. The support cadence will allow Customer and Collibra to review and prioritize support tickets.

End of Life Terms

Collibra is dedicated to continuous improvement of the Service. In general, if Collibra discontinues a product or feature offered within the Service, it is because such product feature has been replaced with a product or feature that is functionally equivalent or better. From time to time, however, Collibra may decide to cease offering and supporting a product or feature within the Service without a replacement. Therefore, in such event, Collibra will only do so upon at least eighteen (18) months' prior written notice to Customer ("Sunset Notice Period"). In the event Customer's then-current Subscription Term continues beyond the Sunset Notice Period (i.e. Customer's remaining portion of the then-current Subscription Term is longer than eighteen (18) months from the date of notification by Collibra), Customer may terminate the Agreement in its entirety, or, within Collibra's discretion, as to the affected product or feature, at any time during the Sunset Notice Period upon thirty (30) days' written notice to Collibra, but no later than thirty (30) days prior to the end of the Sunset Notice Period. Customer will be entitled to a pro-rated refund as to the terminated, pre-paid Service or any portion thereof in such case.

Exhibit 5
Travel and Expense Policy

1. Purpose

This document establishes a policy for the incurrence of corporate card expenses and reimbursement of out-of-pocket expenses by employees during the normal course of legitimate company business.

2. Responsibility

Employees incurring expenses

The Company expects its employees to use appropriate and reasonable judgment when incurring expenditures necessary to conduct the Company's business. The employee has every right to expect fairness from the Company in its decisions regarding reimbursement.

Employees are expected to obtain approval from Budget Managers prior to the incurrence of expenditures in a manner consistent with their responsibilities to conduct Company business. The employee is responsible for making sure that authorization for the expenditure has been approved prior to incurrence.

Employees should familiarize themselves with the items listed as reimbursable and non-reimbursable in section 10.0 below. This list is provided as guidance and is not all encompassing. The determination as to the legitimacy of the expense will sit with the employee's direct manager and Accounts Payable. Any expense that does not have a legitimate business need or is not conducive to furthering Company business will be rejected and will not be reimbursed without the Corporate Controller's approval.

The company guidelines in this document are enforced by Collibra's Accounts Payable team during final review of the expense report. Accounts Payable will use discretion as to the legitimate business need of the expense and may reject questionable expenses. At the employee's discretion, rejected expenses that they feel are appropriate can be raised for review to the Corporate Controller. If rejected by the Corporate Controller and the employee still feels that the expenses are legitimate to the furthering of Collibra business, the employee may raise them for review by the CFO.

Employees will be reimbursed for legitimate business expenses for which the employee has submitted via a valid expense report. It is the employee's responsibility to create a complete and accurate expense report prior to submission for approval and payment. Incomplete reports will be returned to the employee causing delay in reimbursement.

Each employee is responsible for submitting expense reports on a timely basis. The timeline for expense report submission is no later than 30 days of incurring the expense.

Personnel approving expense reports

Managers or their delegates are responsible for the review and approval of expense reports submitted by each employee. The approver is to make certain that the submitted expenses are normal and necessary for the conduct of the Company's business and that the employee is exercising reasonable judgment in incurring such expenses. The approver is also to make certain that the expenses submitted for reimbursement are commensurate with the employee's responsibilities and within the bounds of the employee's authority.

Personnel responsible for approving expense reports will also:

1. Ensure that the reports are complete, accurate, and within the limits of company guidelines as indicated in this policy.

2. Return, in a timely manner, incomplete or insufficiently documented expense reports to the employee.
 3. Review submitted expense reports in Rydoo on a routine and timely basis, particularly before month-end.
- 3. Policy**
- 1. Travel Need**

Managers and employees must use judgment as to the legitimate business need for travel by their direct reports. Managers should weigh whether the business requirements could be met by non-travel options, i.e., teleconference, in lieu of incurring travel related expenses.

2. Trip Length

Trip length should be as short as reasonably possible to complete the business required for the trip. Generally, trips should be kept to a maximum of six calendar days, i.e., Sunday to Friday.

Flying in early before the workweek or extending the trip after the workweek is not payable nor reimbursable by the Company without legitimate business need. Costs associated with trips that include a weekend stay without a legitimate business need are payable by the employee e.g., lodging, meal, ground transport costs associated with a weekend stay before or after the workweek.

3. Reservations: use of company-designated travel agency and systems

All reservations for commercial transportation, hotel accommodations, and auto rentals must be placed through the Company's designated corporate travel agency.

For all Collibra employee travelers, the Company's travel agency is TripActions. Use of an agency, website, or other travel booking method is not allowed without Sr. Accounting Manager [approval](#).

4. Form of payment

All air travel and hotel reservations will be booked by the employee through TripActions and billed directly to the company, except in rare cases where a hotel booked on TripActions requires payment by the employee upon check-in. In such instances, the employee will request reimbursement of these fees as accompanied by a valid, itemized receipt.

Any expenses incurred in the course of business travel, employee entertainment, or customer entertainment that are paid by the employee will be reimbursed if approved with an itemized receipt, a legitimate business need, and following the limits outlined in this policy. Itemized receipts for all personally paid expenditures are required for reimbursement according to these guidelines:

- **US** Based Employees: Receipts required over USD 75
- **Australia** Based Employees: Receipts required over AUD 82.50
- Employees in **all geographies except the US and Australia**: All receipts required regardless of amount

In rare cases where the receipt has been damaged or lost, a credit card statement containing a record of the charge may be used.

The same receipt requirements apply to all Corporate Card transactions. Failure to provide receipts for monthly Corporate Card transactions can result in revocation of one's Corporate Card.

5. Air Transportation

Airfare must be booked through TripActions to adhere to company policy. (Even if pricing is cheaper elsewhere, it is preferable that employees book through TripActions.)

▪ **Advanced Booking**

Employees are required to book airfare as far in advance as possible. The Company's preferred advance booking window is 14+ days prior to the date of departure. Any booking within 14 days of the date of travel will be sent to the employee's manager for oversight and cancellation at the manager's discretion.

▪ **Class of Service, Fare Guidance, Low Fare Policy, and Trip Approval**

Class of Service

Collibra's class of service for flights is Economy/Coach for all flight segments, regardless of duration.

For Domestic US, Intra-Europe, or Regional flights, seats with more legroom (e.g., Economy Plus, Comfort +, or similar) if available for under \$75/€75/£1.300 per seat may be booked.

For international flights with a single leg over 5 hours, economy seats with more legroom may be booked. Some examples of the seats with more legroom are KLM Economy Comfort, United Economy Plus, Delta Comfort +, American Airlines Main Cabin Extra, etc. Premium Economy is outside of policy.

Non-coach class airfare may be booked for a medical issue that a flight in coach would aggravate/compound or if there is a legitimate business need. Budgetary compliance must still be observed.

Trip Approval

Collibra does not require pre-trip approval for items booked through our corporate travel agency. Employee managers are copied on all in-policy and out-of-policy bookings created by their direct reports and may reject the trip at their discretion within 24 hours after booking.

▪ **Personal/Business travel combined**

Any personal travel arrangements that are planned before or after the Collibra business portion of a trip must be arranged separately, with the cost and arrangements being the responsibility of the traveler. Any expenses related to non-Collibra personnel traveling with a Collibra employee are not payable nor reimbursable by the Company unless it is covered as part of a relocation package.

When personal travel is combined with business travel, the employee must pay the difference between the most economical fare for the business portion of the trip and the total amount of the fare. This amount is to be determined on the date ticketed. The Company's travel agency or online system cannot be used for personal travel.

The employee is solely responsible for all costs associated with the personal travel portion of the trip including but not limited to meals, lodging, ground transportation, and any expenses associated with the person the employee may be traveling with.

▪ **Frequent Flyer Programs**

Employees may accrue miles from business travel in their personal frequent flyer accounts provided that flight selection is not based on the following:

- The fare is not selected based on the accumulation of a reward program
- Flights without a business reason are not scheduled to accumulate miles in a reward program
- Unnecessary or inconvenient plane changes are planned to accumulate segments in a reward program
- Company time and resources are not used to administer a reward program
- **Airline Clubs and Known Traveler Programs**

The Company does not reimburse employees for memberships in airline clubs or programs to expedite security screening [ie, Clear or TSA Pre Check].

- **Private Planes**

Employees are not authorized to hire private planes nor pilot themselves or Collibra employees on company business.

- **Inflight Internet**

Employees may expense inflight internet as needed and approved by their managers. For frequent travelers, such as the ExCom and Sales employees, it is preferable to purchase and expense a monthly subscription in order to obtain better pricing. However, subscriptions must be terminated in extended periods of no travel.

Inflight phone usage will not be reimbursed under any circumstance.

6. Lodging

Employees will utilize lodging located within a reasonable distance of the traveler's work assignment.

7. Laundry

Reasonable laundry or dry cleaning will be reimbursed for business trips over six calendar days.

8. Ground Transportation

- **Choice of Transportation**

The method of ground transportation is up the employee's discretion. Collibra prefers alternative forms of ground transportation for environmental and cost reasons. Lyft, Uber, taxi, train, subway, bus, etc. should be considered and are fully reimbursable when tied to a legitimate business, non-commute trip.

- **Rental Cars**

When required, Collibra's class of rental car is economy/compact only. No mileage reimbursement is allowed on rental cars. The employee can claim reimbursement for the cost of the rental and refueling the rental car. Employees should refuel automobiles to the proper level before returning the car to avoid higher fuel costs.

- **Rental Car Insurance**

You are required to purchase the supplemental auto insurance offered by rental car agencies at time of car pick up. These fees are reimbursable if paid personally.

If you have an accident in a rental car, obtain a police report, contact the rental car agency, and Collibra's Accounting department.

- **Personal Cars**

Payment for the use of a personal car for business will be reimbursed at the standard rate allowed by the local tax authorities except for those receiving a car allowance. Other reimbursable fees for all trips include tolls and parking fees.

As for Airport Parking, if other options to and from the airport are not feasible or cost effective (e.g., taxi or airport shuttle), reasonable long-term airport parking fees will be reimbursed.

Any violation of local traffic laws, including parking fines, resulting in a penalty or fee are the responsibility of the employee and are prohibited from reimbursement.

Note – *this amount is only applicable to the distance traveled above and beyond an employee's standard commute to the office. (e.g., standard commute to your local office is 20 miles/km and you are driving to the airport for business which is 30 miles/km away from your home. You would be eligible for 10 miles/km each way for reimbursement. Employees working from home would be eligible for 100% of the commute to the airport).*

- **Train Travel**

The company's class of service for train travel is second class or lower. First class train tickets may be booked if the cost of a first-class ticket is within €50 of a second-class ticket, round trip.

9. Meals While Traveling, Per Diem, and Employee Entertainment

Meals While Traveling:

Meals should be reasonable for the region and time of day. The chart below shows the suggested guidelines per meal. If the currency of the expense is not listed, please use the local currency equivalent.

Location	Breakfast	Lunch	Dinner	Drinks/Coffee
Americas	\$15	\$30	\$60	\$15
Australia	AUD22	AUD43	AUD85	AUD22
Belgium	€15	€30	€50	€10
Czech Republic	Czk.380	Czk.770	Czk.1300	Czk.250

Location	Breakfast	Lunch	Dinner	Drinks/Coffee
Poland	Zl. 40	Zl. 50	Zl. 75	Zl. 30
UK	£15	£30	£50	£10

If multiple employees are present, the **most senior** employee in terms of employee hierarchy is required to pay for and expense the meal. The daily limits listed above remain in effect.

Per Diem:

Employees of Collibra Polska will receive a per diem. The amount is different for each destination country and covers 24 hours. During this time, all the expenses for food and drinks are on the account of the employee. The per diem includes breakfast (15%), lunch (30%), dinner (30%), and others (25%). If Collibra provides/pays for any of the meal during the day, the employee is not entitled to this portion of the per diem. The number of days is based on the departure and arrival date and time. Up to 8 hours the employee received 1/3 of per diem, from 8 hours to 12 hours – 50% per diem, over 12 hours – the full amount.

Employee Entertainment:

Team meals, offsites, and other entertainment should be limited to once per quarter. Per person spend should adhere to the Dinner guidelines above for Meals While Traveling; expenses might be rejected if these guidelines are not followed. Itemized receipts are required with the name of each employee in attendance. The most senior employee in attendance is required to pay for and expense these costs. All charges for employee entertainment are to be fully explained on the employee's expense report as to business purpose.

10. Tips

Tipping of personnel in certain venues (bar, restaurants, hotel cleaning staff, etc.) is allowed and will be reimbursed by Collibra but should be in line with local/national customs and standards and based on the perceived quality of service by the venue/staff. Tips should be no more than 20% of the bill less tax and cash tips are discouraged. Properly itemized receipts are required for reimbursement.

4. Customer/Prospect Entertainment

Entertainment of customers or prospects must be limited to locations conducive to furthering company business and reasonable in scope and cost. It is the employee's responsibility to inform their manager about any customer/prospect entertainment or gifts prior to providing them.

The name of the person(s) and company entertained, Company employee's present, cost, business purpose, and venue, as well as a fully itemized receipt must be included on the expense report.

The most senior employee in attendance is required to pay for and expense the item.

The Company's general guidance for customer/prospect entertainment is per person EUR 100, USD 125, GBP 100, Zl 380, AUD 150 or other local equivalent. Situations resulting in expenses exceeding these amounts will be reviewed on a case-by-case basis.

5. Donations and Gifts



Spot bonuses and other incentive awards given to employees and expensed via Rydoo are not allowed. There are other avenues for providing spot awards to employees that are managed by the People Ops team [i.e., Snappy] in order to comply with tax regulations.

The giving of employee gifts and expensing via Rydoo is permissible under certain guidelines. Any gift with a value of over EUR 250, USD 250, GBP 250, ZI 1,000, AUD 250 or local equivalent must be pre-approved by the CFO in writing. Evidence of this pre-approval must be attached to the expense report or it will be rejected. Employee and team gifts under these thresholds are permitted with accompanying receipts but might be taxable to the receiving employee.

Charitable donations should not be paid by employees and submitted for reimbursement; donations should follow our Procurement Policy and Purchase Order guidelines.

Political contributions are expressly prohibited as well as any other payments which could be a violation of the Foreign Corrupt Practices Act (FCPA), the UK Bribery Act and OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

6. Phone & Internet

1. While Traveling on Company Business

Mobile Phone International Usage:

At the discretion of the employee's direct manager, reasonable charges for legitimate business use of a personal mobile phone **during the course of international travel** [or for international business while not traveling] may be reimbursed. Only the incremental cost associated with international usage can be reimbursed. A detailed monthly billing statement from the mobile phone carrier must be provided for this incremental usage and reimbursement. A summary total is not sufficient for reimbursement.

Internet

Internet usage is generally covered by hotel rates and is provided in Collibra offices worldwide. Should an employee have to pay an additional fee for internet access while traveling, this may be approved for reimbursement at the discretion of the employee's direct manager with an itemized receipt.

2. While Not Traveling

Collibra does not reimburse mobile phone, home phone or internet expenses, as these are already covered by TWIC global benefits or the monthly home allowances paid in certain countries.

7. Office Space Rental

Employees are not authorized to rent office space. Office needs are met by the [Workplace Experience](#) team, who should be contacted for any such needs. Any office space rental will not be reimbursed. Under no circumstances is an employee to sign a rental agreement or lease on behalf of Collibra.

8. Home Office Setup for Remote Employees

For the avoidance of doubt, a remote employee is defined as an employee who does not have an assigned seat in a Collibra office. For initial home office setup, IT will ship one monitor, keyboard, mouse, dongle, and laptop to the employee's home. For items beyond this an [IT ticket](#) must be created for the request. For furniture related items (desk, chair, etc.) please create a [Workplace ticket](#). The IT and/or Workplace team will give you direction. Routine office supply purchases may be reimbursed with manager approval for remote employees. However, employees are



encouraged to collect supplies while visiting Collibra offices. For home internet and home phone charges refer to section **6.0 Phone & Internet**.

9. Exceptions

Should a deviation from this policy be made, the supporting documents attached to the expense report must include a full explanation of the expenditure with approval of the Corporate Controller.

A violation of any portion of this Policy may result in disciplinary action, up to and including termination of employment and/or legal action.

10. Reimbursable and Non-Reimbursable Items

While **not all inclusive**, this list contains guidance for items that are reimbursable or not reimbursable. Legitimate business need will be the driving factor in determining validity for reimbursement.

Reimbursable	Non-Reimbursable
Airfare, hotel, ground transportation, assuming pre-trip approval	TSA or expedited security screening fees
Parking when on company business	In-flight sky entertainment or phones
Mileage for use of a personal vehicle for business purposes less any mileage incurred during a daily commute to the office	Loss of personal items while traveling for business
	Airport/Airline club memberships or passes
Reasonable laundry or dry cleaning for business trips over six days	Loss of cash, traveler’s checks, or credit cards
Reasonable gratuities	Traffic or parking fines
Hotel and in-air wifi	Personal entertainment (e.g., in-room movies, sightseeing tours, etc.)
Visas or vaccinations required for traveling	Personal AWS/GCP accounts
Passport charges/fees, including renewals or application	Any personal trip expenses, including meals, ground transport, airfare, entertainment, etc. and/or expenses for non-Collibra employees traveling with an Collibra employee
Reasonable expenses for flowers for bereavement, a serious medical condition, or new baby gifts	Meals for employees if not part of employee travel or part of a company sponsored event (e.g., a group of employees go out to lunch)

Reimbursable	Non-Reimbursable
Reasonable airline luggage fees	Expenses incurred at venues inappropriate for conducting business
	Baby-sitting, child-sitting, pet-sitting, or nanny services as part of or due to a business trip
	Personal items: Supplements (vitamins, sleeping pills, etc.) toiletries, luggage, clothing, etc.
	Monthly mobile phone or hotspot expenses
	Monthly home office internet

Exhibit 6
Collibra Data Quality (DQ) Addendum

This Addendum amends and supplements the **SaaS License and Professional Services Agreement (“Agreement”)** and is entered into by and between Collibra Inc. (“**Collibra**”) and the entity or person placing an Order for or accessing or using the On-Prem Software (“**Customer**” or “**you**”). This “Addendum” means the terms and conditions below. If you are accessing or using the On-Prem Software on behalf of your company, you represent that you are authorized to accept this Addendum on behalf of your company, and all references to “you” reference your company as Customer.

The “Effective Date” of this Addendum is the date which is the earlier of (a) Customer’s initial access to the On-Prem Software through any provisioning, registration or order process or (b) the effective date of the first Order. This Addendum will govern Customer’s initial purchase on the Effective Date as well as any future purchases made by Customer that include On-Prem Software. Collibra may modify this Addendum from time to time as permitted in the Agreement.

1. Addendum Scope.

1. This Addendum applies to any On-Prem Software provided under an Order. Except as otherwise specified in this Addendum, the entire Agreement applies to the On-Prem Software with each reference to “Service” being deemed to refer to “On-Prem Software”.
2. This Addendum does not modify in any manner the Agreement with respect to the Service or to any Software (as defined in the Agreement) provided as part of the Service, and except as otherwise set forth in this Addendum, the Agreement remains in full force and effect.
3. The following definitions apply under this Addendum:

“**On-Prem Software**” means the object code form of Collibra’s proprietary Data Quality software product, as further identified in the relevant Order. The On-Prem Software includes the Documentation and any Updates.

“**Scope of Use**” means Customer’s authorized scope of use for the On-Prem Software specified in the applicable Order, which may include any user, copy, instance, CPU, computer, field of use or other restrictions.

2. On-Prem Software. Section 2.1 (Permitted Use) of the Agreement is replaced with the following for On-Prem Software:

1. **On-Prem Software License.** Subject to this Agreement, Collibra grants Customer a non-transferable, non-sublicensable, non-exclusive license during the Subscription Term to install, copy and use the On-Prem Software on systems under Customer’s control only for its internal business purposes in accordance with the Documentation and the Scope of Use.

3. SLA and Support.

1. **SLA.** The SLA does not apply to On-Prem Software.
2. **Support.** During the Subscription Term, Collibra will provide Support for On-Prem Software in accordance with the Support Policy, as modified by this Addendum, at the level identified in an Order, provided that Collibra is not responsible or liable for any delay or failure of performance in the provision of Support caused in whole or in part by any delay or failure to perform any of Customer's obligations under the Addendum.
3. **Cooperation.** Customer will provide reasonable assistance and cooperation to enable Collibra to provision Support and agrees to apply all corrective procedures and implementations provided by Collibra. Collibra may provide remote troubleshooting services to Customer to assist in analyzing and resolving any Incidents. Customer agrees to provide Collibra with access to Customer's network, systems, and computers as necessary for Collibra to provide such remote Support to Customer.
4. **Support Exclusions.** In addition to the listed Support Exclusions in the Support Policy, Collibra has no obligation to provide Support relating to Incidents that, in whole or in part, arise out of or result from any OSS components, beta software, software that Collibra makes available for testing or demonstration purposes, temporary software modules or software for which Collibra does not receive a license fee.

4. Customer Data. Terms for Customer Data do not apply to On-Prem Software.

5. Suspension of Service. Section 6 (Suspension of Service) of the Agreement does not apply to On-Prem Software.

6. Termination of Addendum. This Addendum will terminate upon the expiration of all Subscription Terms for On-Prem Software. Upon termination of this Addendum, Customer’s license to the On-Prem Software will cease, and Customer must immediately cease using the On-Prem Software and delete (or, upon request, return) all copies of the On-Prem Software.