

**Collibra On-Prem End User License Agreement  
GSA Schedule Contracts**

This On-Prem End User License Agreement, including all Orders, the Policies and the DPA (“**Agreement**”) is between Collibra Public Sector LLC (“**Collibra**”) and the entity placing an Order for or licensing the Software (“**Customer**”).

The “**Effective Date**” of this Agreement is the date which is the earlier of (a) Customer’s initial use of the Software, or (b) the effective date of the first Order. This Agreement will govern Customer’s initial purchase on the Effective Date as well as any future purchases made by Customer that reference this Agreement.

This Agreement allows Customer to purchase licenses to the Software and related Professional Services under one or more Orders. Certain capitalized terms are defined in Section 17 (Definitions) and others are defined contextually in this Agreement.

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## **1. The Software.**

**1.1. 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 Software on systems under Customer’s control only for its internal business purposes in accordance with the Documentation and the Scope of Use.

**1.2. Users.** Only Users may access or use the Software. The Software 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. Customer will promptly notify Collibra if it becomes aware of any compromise of its User login credentials.

**1.3. Restrictions.** As conditions on Customer’s license rights, Customer will not (and will not permit anyone else to) do any of the following: (a) provide access to, distribute, sell or sublicense the Software to a third party, (b) use the Software on behalf of, or to provide any product or service to, third parties, (c) use the Software to develop a similar or competing product or service, (d) reverse engineer, decompile, disassemble the Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software, except to the extent expressly permitted by Law (and then only with prior notice to Collibra), (e) circumvent any Scope of Use 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 Software, (g) remove or obscure any product identification or proprietary notices in the Software, or (h) publish benchmarks or performance information about the Software.

**1.4. Customer and Customer Reorganization.** Customer shall not, and shall not allow or permit any third party to, deploy, use or provide access to the Software for the benefit of the operations of any other group, entity, department or agency which (a) is in a controlling, parallel, or subordinate position; or (b) becomes part of or takes over part of the operations of Customer as a result of a government or academic Reorganization. The following shall not be included in the definition of Customer: any federal, state, or local entities, public/private educational entities, healthcare groups, or any other affiliated cooperatives, agencies, alumni, or other entities outside of Customer except as otherwise specifically set forth herein.

**1.5. License Verification.** Upon Collibra’s written request, Customer will certify in writing that its use of the Software is in full compliance with the terms of this Agreement, including the applicable Scope of Use. If Customer exceeds the Scope of Use, Customer will pay Collibra for its past and ongoing excess use at the rates set forth in the applicable Order. Collibra will not exercise these verification rights more than once annually except in cases of repeated violations.

## **2. Support.**

**2.1. Generally.** During the Subscription Term, Collibra will provide Support in accordance with the Support Policy 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 Agreement. To the extent Customer provides Personal Data (as defined in the DPA) to Collibra as part of Support or Professional Services, each party agrees to comply with the DPA.

**2.2. 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.

**2.3. 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.

**3. Customer Obligations.** Customer must not use the Software for High Risk Activities. Customer further acknowledges that the Software is not intended to meet any legal obligations for High Risk Activities or Prohibited Data, including HIPAA requirements, and that Collibra is not a Business Associate as defined under HIPAA. Notwithstanding anything else in this Agreement, Collibra has no liability for Prohibited Data or use of the Software for High Risk Activities.

**4. 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 Software, the Software may access and exchange customer data with the Third-Party Platform on Customer's behalf.

**5. 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 Software. Customer may use Professional Services deliverables only as part of its authorized use of the Software, subject to the same terms as for the Software in Section 1 (The Software) and Section 3 (Customer Obligations).

## **6. Commercial Terms.**

**6.1. Subscription Term.** Each Subscription Term will renew upon mutual agreement of the parties under an Order.

**6.2. Fees and Taxes.** Fees are as described in each Order. All invoices will be electronic. Fees are invoiced on the schedule in the Order and reimbursable expenses are invoiced in arrears. Unless the Order provides otherwise, all fees and expenses are due within 30 days of the invoice date. Fees for renewal Subscription Terms are invoiced 30 days prior to the start of the renewal term. Except as expressly provided in the applicable Order, renewal of the Software will be at Collibra's then-current price without discounts. Late payments are subject to a Software charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. All fees and expenses are non-refundable except as set out in Section 7.2 (Warranty Remedy), and Section 11.3 (Mitigation and Exceptions). Customer is responsible for any sales, use, withholding or similar taxes or levies that apply to its Orders ("**Taxes**"), other than Collibra's income tax. If Collibra has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount will be computed based on Customer's ship-to address listed in the then-current Order, unless Customer provides Collibra with a valid tax exemption certificate authorized by the appropriate taxing authority. Fees and expenses listed on or invoiced pursuant to any Order are exclusive of Taxes.

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

## **7. Warranties and Disclaimers.**

**7.1. 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 Software will perform materially as described in the Documentation and Collibra will not materially decrease the overall functionality of the Software during a Subscription Term (the "**Performance Warranty**");
- (b) Collibra will perform any Professional Services in a professional and workmanlike manner (the "**Professional Services Warranty**");
- (c) Collibra will use industry-standard measures designed to ensure that the Software (as provided by Collibra) does not contain viruses, malware or similar harmful code; and
- (d) Collibra will comply with all applicable Laws in its provision of the Software.

**7.2. Warranty Remedy.** If Collibra breaches Sections 7.1(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 Software or Professional Services. Collibra will then refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term (for the Performance Warranty) or for the non-conforming Professional Services (for the Professional Services Warranty). These procedures are Customer's exclusive remedy and Collibra's entire liability for breach of the warranties in Sections 7.1(a), (b) or (c). These warranties do not apply to (i) issues caused by misuse or unauthorized modifications, (ii) issues in or caused by Third-Party Platforms or other third-party systems, (iii) Trials and Betas or other free or evaluation use, or (iv) any unsupported release of the Software.

**7.3. Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1 (LIMITED WARRANTY), THE SOFTWARE, 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 2 (SUPPORT), COLLIBRA DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SOFTWARE 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.

## **8. Term and Termination.**

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

**8.2. Termination.** Either party may terminate this Agreement (including all Orders) if the other party (a) fails to cure a material breach of

this Agreement (including a failure to pay fees) within 30 days after receipt of written notice pursuant to Section 16.3 (Notices), (b) ceases operation without a successor or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days. For clarity, any termination of Professional Services will not result in termination of this Agreement or any other Order.

**8.3. Effect of Termination.** Upon expiration or termination of this Agreement, Customer's license to the Software and access to the Professional Services will cease. 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. 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.

**8.4. Survival.** These Sections survive expiration or termination of this Agreement: 1.3 (Restrictions), 3 (Customer Obligations), 6.2 (Fees and Taxes), 7.3 (Disclaimers), 8.3 (Effect of Termination), 8.4 (Survival), 9 (Ownership), 10 (Limitations of Liability), 11 (Indemnification), 12 (Confidentiality), 13 (Required Disclosures), 16 (General Terms) and 17 (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.

**9. 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 Materials provided to Collibra. Except for Customer's use rights expressly granted in this Agreement, Collibra and its licensors retain all intellectual property and other rights in the Software, any Professional Services deliverables and related Collibra technology, templates, formats and dashboards, including any modifications or improvements to these items made by Collibra. No other rights are implied with respect to the Software, Documentation, or any related intellectual property rights of Collibra. Collibra may generate and use Usage Data to operate, improve, analyze and support the Software and for other lawful business purposes. If Customer provides Collibra with feedback or suggestions regarding the Software or other Collibra offerings, Collibra may use the feedback or suggestions without restriction or obligation.

#### **10. Limitations of Liability.**

**10.1. 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.**

**10.2. 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.**

**10.3. Excluded Claims.** "Excluded Claims" means: (a) Customer's breach of Section 2.3 (Restrictions) or Section 5 (Customer Obligations), (b) any liability which may not be excluded or limited by Law, (c) either party's breach of Section 15 (Confidentiality) (but excluding claims relating to Customer data), or (d) amounts payable to third parties under the indemnifying party's obligations in Section 14 (Indemnification).

**10.4. Nature of Claims and Failure of Essential Purpose.** The waivers and limitations in this Section 10 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.

#### **11. Indemnification.**

**11.1. Indemnification by Collibra.** Collibra will defend Customer from and against any third-party claim to the extent alleging that the Software, 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.

**11.2. Procedures.** Collibra's obligations in this Section 11 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 Customer, at Collibra's expense for reasonable out-of-pocket costs. Collibra may not settle any claim without Customer's prior written consent if settlement would require Customer to admit fault or take or refrain from taking any action (other than relating to use of the Software). The Customer may participate in a claim with its own counsel at its own expense.

**11.3. 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 Software, (b) replace or modify the allegedly infringing portion of the Software to avoid infringement without reducing the Software'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 11 do not apply (1) to infringement resulting from Customer's modification of the Software or use of the Software 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 Software, (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 11 sets out Customer's exclusive remedy and Collibra's entire liability regarding infringement of third-party intellectual property rights.**

#### **12. Confidentiality.**

**12.1. 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, 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 16.8), provided it remains responsible for their compliance with this Section 12 and they are bound to confidentiality obligations no less protective than this Section 12.

**12.2. 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 12.

**13. Required Disclosures.** Nothing in this Agreement prohibits either party from making disclosures, including of 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.

**14. 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, service levels or support for Trials and Betas and its liability for Trials and Betas will not exceed US\$50.**

**15. Publicity.** Customer agrees that Collibra may reference Customer as a customer of Collibra, subject to trademark and logo usage guidelines provided by Customer.

## **16. General Terms.**

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

**16.2. Governing Law, Jurisdiction and Venue.** This Agreement is governed by the laws of the State of New York without regard to conflicts of laws provisions and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions related to this Agreement will be the state and United States federal courts located in New York, New York and both parties submit to the personal jurisdiction of those courts.

**16.3. Notices.** Except as set out in this Agreement, notices under this Agreement must be in writing and will be deemed received (a) immediately upon personal delivery or delivery via email, (b) the business day following delivery via nationally-recognized overnight courier service or (c) the third business day following delivery via first-class registered or certified mail. Notices should be addressed to the signatory and address or email address, as applicable, on the first page of this Agreement. 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 Software.

**16.4. Entire Agreement.** This Agreement is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements 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.

**16.5. Amendments.** 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. The terms in any Customer purchase order or business form will not amend or modify this Agreement and are expressly rejected by Collibra; any of these Customer documents are for administrative purposes only and have no legal effect.

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

**16.7. 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.

**16.8. 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.

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

**16.10. Export.** Customer acknowledges that the Software is of U.S. origin and is subject to export restrictions by the U.S. government and import restrictions by certain foreign governments. In using or accessing the Software, Customer will not and will not allow any third party to remove or export from the U.S. or allow the export or re-export of any part of the Software or any direct product thereof (a) in violation all relevant U.S. and foreign export and import Laws, prohibitions or restrictions, or (b) to which the U.S. government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval. Customer represents and warrants that it and any of its Users: (i) are not listed on any U.S. government list of prohibited or restricted parties,

including the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; (ii) are not an entity or person who is a citizen, national, or resident of, or who is controlled by, the government of any country (1) that is subject to a U.S. government embargo, (2) to which the U.S. has prohibited export transactions or (3) that has been designated by the U.S. government as a “terrorist supporting” country; (iii) will not use the Software for the manufacture, design or development of nuclear, chemical or biological weapons or missile technology, or for terrorist activity; and (iv) will not submit to the Software any information controlled under the U.S. International Traffic in Arms Regulations or classified or listed on the United States Munitions list. Customer will notify Collibra promptly if it or any User becomes subject to any order or restriction listed in this Section 16.10.

**16.11. 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.

**16.12. Government End-Users.** Elements of the Software are commercial computer software. If the user or licensee of the Software is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software 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 Software was developed fully at private expense. All other use is prohibited.

**16.13. Order of Precedence.** Unless expressly stated otherwise in an Order, in the event of conflict between the body of this Agreement and any Order, the Order shall take precedence with regards to the subject matter thereof.

## 17. Definitions.

“**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 Software. 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 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 Software, the current version of which is here: <https://productresources.collibra.com/documentation>.

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

“**High Risk Activities**” means activities where use or failure of the Software 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 an order or SOW for access to the Software, Support, Professional Services or related services that is executed by the parties and references this Agreement.

“**Policies**” means the Support Policy.

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

“**Prohibited Data**” means any (a) patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) (“**HIPAA**”) (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.

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

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

“**Software**” means the object code form of Collibra’s proprietary installed software product, as identified in the relevant Order, including any updates and improvements thereto. Software includes the Documentation, but excludes Professional Services deliverables and Third-Party Platforms.

“**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 Software as identified in an Order.

“**Support**” means support for the Software 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://collibra.com/us/en/public-sector-support>.

“**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 Software.

“**Trials and Betas**” means a portion of the Software or Software 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 Software.

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

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

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

“**You**” or “**Customer**” or “**Licensee**” means the Government Customer (Agency) who, under GSA Schedule Contracts, is the “Ordering Activity” which is defined as “an entity authorized to order under GSA Schedule Contracts” as defined in GSA Order ADM 4800.2I, as may be amended from time to time.

### **18.2. Replace Section 6.2 (Fees and Taxes) with the following:**

Fees are as described in each Order. All invoices will be electronic. Fees are invoiced on the schedule in the Order and reimbursable expenses are invoiced in arrears. Unless the Order provides otherwise, all fees and expenses, not subject to a good faith dispute, are due within 30 days of the invoice receipt date. Customer is responsible for incurred charges based on actual usage of the Software in excess of any commitments set out in this Order, for which Collibra may bill separately. Late payments are subject to a charge at the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. All fees and expenses are non-refundable except as set out in Section 7.2 (Warranty Remedy), and Section 11.3 (Mitigation and Exceptions). Collibra or its authorized Reseller, as applicable, shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). Fees and expenses listed on or invoiced pursuant to any Order are exclusive of taxes.

### **18.3. Add the following to the end of Section 7.3 (Disclaimers):**

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

### **18.4. Replace Section 8.2 (Termination) with the following:**

When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Collibra shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

### **18.5. Section 10.3(b) is replaced with the following:**

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

### **18.6. Add the following to the end of Section 10.4 (Nature of Claims and Failure of Essential Purpose):**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 10 (LIMITATIONS OF LIABILITY), NOTHING IN THIS SECTION 10 (LIMITATIONS OF LIABILITY) SHALL BE DEEMED TO IMPAIR THE CUSTOMER’S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31. U.S.C. §§ 3729-3733.

### **18.7. Replace Section 11.1 (Indemnification by Collibra) with the following:**

Collibra will have the right to intervene to defend Customer from and against any third-party claim to the extent alleging that the Software or the Professional Services deliverables, when used by Customer as authorized in this Agreement, infringe a third-party’s patent, copyright, trademark or trade secret in the jurisdiction of where the Software or the Professional Services deliverables are used, and will indemnify and hold harmless Customer and its respective officers, directors, employees and agents against any damages or costs awarded (including reasonable attorneys’ fees) or agreed in settlement by Collibra resulting from the claim. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

### **18.8. Add the following to the end of Section 11.2 (Procedures):**

Notwithstanding the foregoing, Collibra acknowledges the U.S. Department of Justice has the sole right to represent the United States in any

such action, in accordance with 28 U.S.C. §516.

**18.9. Add the following clause as Section 11.4 (Indemnification by Customer):**

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 3 (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.

**18.10. Add the following to the end of Section 12.2 (Remedies):**

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

**18.11. Add the following to the end of Section 13 (Required Disclosures):**

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

**18.12. Add the following to the end of Section 16.1 (Assignment):**

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

**18.13. Replace Section 16.2 (Governing Law, Jurisdiction and Venue) with the following:**

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

**18.14. Add the following to the end of Section 16.4 (Entire Agreement):**

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

**18.15. Replace Section 16.7 (Force Majeure) with the following:**

In accordance with GSAR 552.212-4(f), neither party is liable for any delay or failure to perform any obligation under this Agreement (except for 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.

**18.16. Add the following clause as Section 16.13 (Modifications to Agreement):**

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