

Marketplace Terms

These Collibra Marketplace Terms ("Marketplace Terms") apply if you are browsing or downloading Apps from the Collibra Marketplace. These Marketplace Terms supplement and are made part of the Collibra Website Terms of Use ("Terms"). Any capitalized terms not defined herein will have the meanings ascribed to them in the Terms.

By downloading an App or accessing or using the Collibra Marketplace, you indicate your assent to be bound by these Marketplace Terms in addition to the <u>Terms</u>. If you do not agree to these Marketplace Terms, do not download any Apps or use or access the Collibra Marketplace.

These Marketplace Terms do not address your publication of solutions on the Collibra Marketplace. If you wish to publish a solution on the Collibra Marketplace, the <u>Collibra Developer Terms</u> and/or the <u>Terms</u> shall govern such activity, as applicable.

1. Types of Apps and Offering Terms

You may, in your sole discretion, elect to install and use Apps in connection with the Collibra Service. You are solely responsible for determining which Apps (if any) to use with the Collibra Service and assessing the suitability of Apps and their configuration for your purposes, and in all cases, you may only use Apps with the Collibra Service as they are designed to be used (as identified in the App's listing).

The listing for each App may be published by either Collibra or a third party (in each case, a "**Publisher**"). The listing will also identify the category of offering for each App, the categories being <u>Commercial Offerings</u>, <u>Partner Offerings</u>, <u>Collibra Supported Third Party Offerings</u> and <u>Community Offerings</u>, as described below. Without limiting the disclaimers, restrictions or other provisions in the Terms or these Marketplace Terms, usage of Apps is subject to the license or subscription terms, privacy policies and other applicable terms attributable to the type of App, as explained below. You may not use an App if you do not agree to the relevant terms.

a. Commercial Offerings

"Commercial Offerings" are Apps purchased as part of the Collibra Service. Use of Commercial Offerings may be subject to additional fees charged by Collibra. Your use of Commercial Offerings is governed by the terms and conditions of your commercial agreement with Collibra for the purchase of the Collibra Service (any such agreement, a "Master Agreement"). The warranties, support services and service levels referenced in your Master Agreement apply to Commercial Offerings.

b. Collibra Supported Third Party (CSTP) Offerings

"Collibra Supported Third Party (CSTP) Offerings" are Apps created by independent third party developers ("Independent Developers") and made available by Collibra via Collibra Marketplace. Use of CSTP Offerings may be subject to additional fees charged by Collibra, in addition to any which may be imposed by the Independent Developers. Your use and purchase (if applicable) of CSTP Offerings are subject to (a) the terms and conditions referenced on or via link within the CSTP Offering listing ("CSTP Offering Terms"), or (b) if CSTP Offering Terms are not referenced via the App listing, then the Collibra Marketplace License Agreement. Your Master Agreement with Collibra for the Collibra Service DOES NOT apply to your use of CSTP Offerings (including any warranties, support services and service levels referenced therein). However, Collibra does provide reasonable first and secondary support to customers of the Collibra Service in accordance with our Support Policy, it being understood that any target resolution times referenced therein do not apply to CSTP Offerings.

By ordering, installing or enabling any CSTP Offering, you understand that you may give the applicable Independent Developer access to your Collibra account and other information about you (such as your name and email address) and any content you choose to use with the CSTP Offering. Collibra is not a party to, nor is Collibra responsible for compliance with, any CSTP Terms, and Collibra does not guarantee any CSTP Terms are adequate for your own needs.

As between Collibra and you, you assume all risk and liability regarding use of any CSTP Offering with the Collibra Service, including any processing of your data by such CSTP Offering.

c. Partner Offerings

"Partner Offerings" are Apps published by third party Collibra partners ("Partner") via the Collibra Marketplace. Partners create, own and are responsible for their Partner Offerings. Fees, if any, associated with Partner Offerings are

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designated and collected by the Partner. Your use and purchase (if applicable) of Partner Offerings are subject to (a) the terms and conditions referenced on or via link within the Partner Offering listing ("Partner Terms"), or (b) if Partner Terms are not referenced on App listing, then the <u>Collibra Marketplace License Agreement</u>. Your Master Agreement with Collibra for the Collibra Service DOES NOT apply to your use of Partner Offerings (including any warranties, support services and service levels referenced therein). Collibra may, but is not obligated to provide first level support to customers of the Collibra Service for Partner Offerings.

By ordering, installing or enabling any Partner Offering, you understand that you may give Partners access to your Collibra account and other information about you (such as your name and email address) and any content you choose to use with the Partner Offering. Collibra is not a party to, nor is Collibra responsible for compliance with, any Partner Terms, and Collibra does not guarantee any Partner Terms are adequate for your own needs.

As between Collibra and you, you assume all risk and liability regarding use of any Partner Offering with the Collibra Service, including any processing of your data by such Partner Offering.

d. Community Offerings

"Community Offerings" are Apps published by third parties or Collibra within the Collibra Marketplace community. Community Offerings are free and made available "as is" by Collibra. Your use of Community Offerings is subject to the Collibra Marketplace License Agreement, as may be modified from time to time by Collibra. Your Master Agreement with Collibra for the Collibra Service DOES NOT apply to your use of the Community Offerings (including any warranties, support services and service levels referenced therein). Collibra encourages users to seek assistance for Community Offerings from peers and other Data Citizens via the Collibra Community platform.

As between Collibra and you, you assume all risk and liability regarding use of any Community Offering with the Collibra Service, including any processing of your data by such Community Offering.

2. App Reviews

The Collibra Marketplace may allow users to post reviews of Apps or further comments on those reviews. Collibra reserves the right, in its sole discretion and for any reason at any time, to remove or edit any review or comment on the Collibra Marketplace.

3. Support

Collibra provides support and maintenance for Commercial Offerings pursuant to the terms of your Master Agreement with Collibra. Collibra provides reasonable first and secondary support to customers of the Collibra Service for CSTP Offerings in accordance with our <u>Support Policy</u>, it being understood that any target resolution times referenced therein do not apply to CSTP Offerings. Collibra Partners may provide support for Partner Offerings at their discretion. Collibra may, but has no obligation to, provide level one support to Collibra Service customers for Partner Offerings. Collibra does not support Community Offerings. Collibra encourages users to seek assistance with Community Offerings from peers and other Data Citizens via the <u>Collibra Community</u> platform.

4. Removal of Apps

At any time, Collibra may remove an App from the Collibra Marketplace in accordance with its applicable policies, and Publishers may also update, modify or remove their own Apps at any time.

5. Interoperability

Collibra makes no guarantee that any Partner Offerings, CSTP Offerings or Community Offerings will work properly with the Collibra Service or that such Partner Offerings, CSTP Offerings or Community Offerings will continue to work with the Collibra Service as they change over time. Some Partner Offerings, CSTP Offerings or Community Offerings rely on hosted or cloud services provided by third parties, and these Apps may not function properly or may become inoperable if those services are discontinued.

6. Third Party Apps Disclaimer

Publishers are solely responsible for ensuring that any information they submit in connection with the Collibra Marketplace is accurate, complete and correct, and Collibra is not responsible for the standards or business practices of any third-party Publisher (whether support, availability, security or otherwise), even if they participate in Collibra's developer program. You

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should always independently verify that any Partner Offerings, CSTP Offerings or Community Offerings or Publisher business practices meet your needs.

7. Reservation of Rights

Except for the rights explicitly granted to you in these Marketplace Terms and in the terms and conditions applicable to each App, all right, title and interest (including intellectual property rights) in the Collibra Marketplace are reserved by Collibra, and all right, title and interest (including intellectual property rights) in the Apps are reserved and retained by their respective Publishers and licensors. Apps are provided on a license or subscription basis, not sold, and you do not acquire any ownership rights in the Collibra Marketplace or the Apps.

8. Indemnity

In addition to your indemnity obligations in the Terms, you agree to indemnify, defend (if we so request) and hold harmless Collibra and its affiliates, suppliers, partners and agents from and against any claim, demand, losses, damages or expenses (including reasonable attorneys' fees) arising from your violation of these Marketplace Terms.

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