

Collibra Marketplace License Agreement

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3. Term of Agreement.

3.1. **Term.** This Agreement is effective until terminated (the “**Term**”). Collibra may terminate this Agreement at any time upon written notice to you. Either party may terminate this Agreement if the other party: (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach; (b) ceases operation without a successor or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days). Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise.

3.2. **Termination.** Upon any expiration or termination of this Agreement, Licensee shall cease all use of and destroy all copies of the Software in its possession and, if requested, so certify to Collibra in writing.

3.3. **Survival.** Sections 1.2 (Restrictions), 2 (Ownership), 3 (Term of Agreement), 4 (Disclaimer of Warranties), 5 (No Support or Maintenance), 6 (Limitation of Remedies and Damages), 7 (Export Compliance) and 8 (General) shall survive any termination or expiration of this Agreement.

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5. Support. Collibra’s support obligations for the Software, if any, are specified in the [Marketplace Terms](#).

6. Limitation of Remedies and Damages.

6.1. **Consequential Damages Waiver.** COLLIBRA (AND ITS SUPPLIERS) SHALL HAVE NO 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, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

6.2. **Liability Cap.** COLLIBRA’S AND ITS SUPPLIERS’ ENTIRE LIABILITY TO LICENSEE ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED IN AGGREGATE ONE HUNDRED DOLLARS (US \$100).

6.3. **Nature of Claims and Failure of Essential Purpose.** The parties agree that the waivers and limitations specified in this Section 6 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 specified in this Agreement is found to have failed of its essential purpose.

7. Export Compliance. Licensee acknowledges that the Software may be subject to export restrictions by the United States government and import restrictions by certain foreign governments. Licensee shall not, and shall not allow any third party to, remove or export from the United States or allow the export or re-export of any part of the Software or any direct product thereof in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority.

8. General.

8.1. **Assignment.** This Agreement will bind and inure to the benefit of each party’s permitted successors and assigns. Licensee may not assign this Agreement without the prior written consent of Collibra and any attempt to do so will be void. Collibra may assign this Agreement at any time. All rights, benefits and protections granted to Collibra pursuant to this Agreement extend to its affiliates.

8.2. **Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

8.3. **Governing Law; Jurisdiction and Venue.** This Agreement is governed by the laws of the State of New York and the United States, without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. The exclusive jurisdiction and venue for actions related to the subject matter hereof

are the New York state and United States federal courts located in New York, New York, and both parties hereby submit to the personal jurisdiction of such courts.

- 8.4. **Attorneys' Fees and Costs.** The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.
- 8.5. **Notices and Reports.** Any notice or report hereunder shall be in writing. If to Collibra, such notice or report shall be sent to Collibra at legal@collibra.com to the attention of "General Counsel". If to Licensee, such notice or report shall be sent to the email or address provided by Licensee or as otherwise discoverable by Collibra. Notices and reports shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified or registered U.S. mail (return receipt requested) or (iii) one day after it is sent if by next day delivery by a major commercial delivery service.
- 8.6. **Amendments; Waivers.** No supplement, modification or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived.
- 8.7. **Entire Agreement.** This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. No provision of any purchase order or in any other business form employed by Licensee will supersede the terms and conditions of this Agreement, and any such document issued by a party hereto relating to this Agreement shall be for administrative purposes only and shall have no legal effect.
- 8.8. **Independent Contractors.** The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
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