

## Collibra Evaluation Agreement

BY ACCEPTING THESE TERMS OR OTHERWISE USING OR ACCESSING THE EVALUATION OFFERINGS, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS IN THIS COLLIBRA EVALUATION AGREEMENT ("EVALUATION AGREEMENT"). COLLIBRA GRANTS YOU ACCESS TO AND USE OF THE EVALUATION OFFERINGS ONLY IF YOU ACCEPT THE TERMS AND CONDITIONS OF THIS EVALUATION AGREEMENT. IF YOU ARE ENTERING INTO THIS EVALUATION AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS EVALUATION AGREEMENT, IN WHICH CASE THE TERMS "YOU," OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE EVALUATION OFFERING.

This Evaluation Agreement is entered into between you (the individual and any entity for which you are acting, and your permitted successors and assigns) and Collibra, meaning Collibra Inc., if you are located in the United States, Mexico or Canada; or Collibra UK Limited, if you are located in a country other than the United States, Mexico or Canada (in each case, referred to herein as "**Collibra**").

### 1. GRANT AND USE RIGHTS FOR EVALUATION.

- a. **Evaluation Grant.** Subject to your compliance with this Evaluation Agreement, Collibra grants you, at no cost, a non-exclusive, non-transferable, non-sublicensable, temporary and limited (i) right to access and use Collibra's software-as-a-service cloud offering including any relevant accompanying software components and documentation ("**Service**") and/or (ii) license to install, copy and use the object code form of Collibra's proprietary installed software product including any relevant accompanying documentation ("**Software**"), as applicable to your evaluation ("**Evaluation Offering**"), solely on an evaluation basis for non-production, internal, test and demonstration purposes (the "Purpose") during the Evaluation Term. There is no commitment to purchase the Evaluation Offering at the end of the Evaluation Term. Collibra may provision the Evaluation Offering with the assistance of its affiliates and suppliers, and during the Evaluation Term, Collibra may update the Evaluation Offering and/or limit certain features and functionality of the Evaluation Offering at its discretion.
- b. **Evaluation Term.** You may use the Evaluation Offering subject to this Evaluation Agreement only for a period of thirty (30) days for the Service and twenty (20) days for the Software ("**Evaluation Term**"). Any extension of the Evaluation Term must be agreed to by both parties, in writing.

2. **RESTRICTIONS.** You will not (and will not permit anyone else to) do any of the following: (a) use the Evaluation Offering for anything other than the Purpose; (b) use the Evaluation Offering under this Evaluation Agreement to avoid incurring fees or exceeding any limitations agreed to in an order form entered into by and between you and Collibra; (c) provide access to, distribute or sublicense the Evaluation Offering to a third-party, (d) use the Evaluation Offering on behalf of, or to provide any product or service to, third parties, (e) use or reference the Evaluation Offering to develop a similar or competing product or service, (f) reverse engineer, decompile, disassemble, or seek to access the source code, algorithms, programming interfaces, or non-public APIs to the Evaluation Offering, except to the extent expressly permitted by applicable law (and then only with prior notice to Collibra), (g) circumvent any established usage limits, including restrictions on number of authorized users, whether through the use of APIs or other means (h) modify or create derivative works of the Evaluation Offering, or copy any element of the Service (other than authorized copies of the software components), (i) remove or obscure any product identification or proprietary notices in the Evaluation Offering, (j) publish benchmarks or performance information about the Evaluation Offering, (k) interfere with the Service's operation, circumvent its access restrictions or conduct any security or vulnerability test of the Service, or (l) transmit any viruses or other harmful materials to the Service.

3. **OWNERSHIP.** You will retain all right, title and interest to, and all intellectual property rights in your Content (as defined below) sent to the Evaluation Offering. Except for the limited right to use the Evaluation Offering under this Evaluation Agreement, this Evaluation Agreement does not give you any title, interest or rights, including intellectual property rights, in any component of the Evaluation Offering. The Evaluation Offering and all copyright, patent, and other proprietary rights therein are and shall remain the sole property of Collibra. This includes any information that Collibra collects and analyzes in connection with the Evaluation Offering, such as Usage Data (defined below), user feedback and suggestions.

4. **YOUR CONTENT.** You are solely responsible for any and all applications, files, information, materials, data, software, or other content uploaded to, stored, published or displayed by you through the Service ("**Content**"). You acknowledge that the Service is provisioned for the Purpose only, and therefore you will not use any production or regulated data (including personal information) as part of your Content in the use of the Service. You are responsible for protecting the security of your Content, including any access you might provide to your Content by your employees, customers or other third parties. You will take and maintain appropriate security, protection and backup for your Content. You are responsible for complying with any laws or regulations applicable to your Content. You are solely responsible for any consequences if your Content is inadvertently exposed or lost, whether or not you have encrypted, backed up or otherwise taken steps required by the relevant laws or regulations to protect your Content. To the extent Collibra process Personal Data, as defined in the DPA, each party agrees to comply with the terms of the data processing addendum, which can be found here: [www.collibra.com/data-processing-addendum](http://www.collibra.com/data-processing-addendum) ("**DPA**"), and which is hereby incorporated by reference.
5. **USAGE DATA.** You agree that Collibra may collect information related to your use of the Service ("**Usage Data**") so that Collibra can analyze usage, support the Service, and maintain and improve its products and services.
6. **SUPPORT SERVICES.** Collibra does not provide support services or service level commitments of any kind in connection with the Evaluation Offering.
7. **TERM AND TERMINATION; SUSPENSION.**
  - a. **Term.** This Evaluation Agreement and your use to the Evaluation Offering will commence when you click to accept it as part of the sign-up process or, if earlier, when you use any of the Evaluation Offering (the "**Effective Date**"), and will be effective through the Evaluation Term, unless terminated earlier as permitted under this Section 7.
  - b. **Termination for Convenience.** This Evaluation Agreement may be terminated effective immediately by Collibra or you for any or no reason and at any time by providing notice of termination to the other party.
  - c. **Suspension.** Collibra may temporarily suspend your use of the Evaluation Offering if Collibra determines in its sole discretion: (i) you or your use of the Evaluation Offering is in breach of this Evaluation Agreement; (ii) Your use of the Evaluation Offering poses a security risk to the Evaluation Offering, or interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of any other party; or (iii) suspension is required pursuant to Collibra's receipt of a subpoena, court order or other request by a law enforcement agency.
  - d. **Effect of Termination or Suspension.** Upon the termination or suspension of this Evaluation Agreement for any reason: (i) all rights and licenses granted to you under this Evaluation Agreement, including your ability to access any of your Content, will immediately terminate; (ii) you must promptly discontinue all access or use of the Evaluation Offering and delete or destroy any of Collibra's Confidential Information; and (iii) Collibra will have no obligation to retain your Content or configurations generated during the Evaluation Term by your use of the Evaluation Offering.
8. **DISCLAIMER OF WARRANTY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COLLIBRA PROVIDES THE EVALUATION OFFERING AS-IS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS EVALUATION AGREEMENT OR COMMUNICATION WITH YOU, AND COLLIBRA SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE REGARDING OR RELATING TO THE EVALUATION OFFERING, THE DOCUMENTATION, OR ANY MATERIALS FURNISHED OR PROVIDED TO YOU UNDER THIS EVALUATION AGREEMENT. COLLIBRA DOES NOT WARRANT THAT THE EVALUATION OFFERING WILL OPERATE UNINTERRUPTED, OR THAT IT WILL BE FREE FROM DEFECTS OR THAT THE EVALUATION OFFERING WILL MEET (OR IS DESIGNED TO MEET) YOUR REQUIREMENTS.
9. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT MANDATED BY LAW, IN NO EVENT SHALL COLLIBRA BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF DATA, INABILITY TO USE THE EVALUATION OFFERING, INCLUDING AS A RESULT OF ANY TERMINATION, DISCONTINUATION, MODIFICATION OR SUSPENSION OF THIS EVALUATION AGREEMENT OR THE EVALUATION OFFERING, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE. COLLIBRA'S

LIABILITY UNDER THIS EVALUATION AGREEMENT SHALL NOT, IN ANY EVENT, EXCEED USD \$100. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER COLLIBRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. YOU MAY NOT BRING A CLAIM UNDER THIS EVALUATION AGREEMENT MORE THAN EIGHTEEN (18) MONTHS AFTER (i) THE END OF THE EVALUATION TERM, OR (ii) THE DATE THE CLAIM FIRST ARISES, WHICHEVER IS EARLIEST.

## 10. CONFIDENTIALITY.

- a. **Confidential Information.** Each party acknowledges that it or its employees may, in the course of performing its responsibilities under this Evaluation Agreement, be exposed to or acquire information which is proprietary or confidential to the other party. “**Confidential Information**” means information disclosed under this Evaluation 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 any technical or performance information about the Evaluation Offering. 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 Evaluation 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. As receiving party, each party will (a) hold in confidence and not disclose Confidential Information to third parties except as permitted in this Evaluation Agreement, and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Evaluation Agreement. Each party will use reasonable care to protect the Confidential Information in the same manner as it would protect its own Confidential Information of a similar nature, but in no event with less than reasonable care. The receiving party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided it remains responsible for their compliance with this Section 10 and they are bound to confidentiality obligations no less protective than this Section 10. 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 10.
- b. **Required Disclosures.** Nothing in this Evaluation Agreement prohibits either party from making disclosures, including Content and other Confidential Information, if required by applicable law, subpoena or court order, provided (if permitted by applicable law) it notifies the other party in advance and reasonably cooperates in any effort to obtain confidential treatment at disclosing party’s expense.

## 11. GENERAL.

- a. **Governing Law, Jurisdiction and Venue.** This Evaluation 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, and the jurisdiction and venue for actions related to this Evaluation 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.
- b. **Compliance with Laws.** You will comply with all applicable laws and regulations in the use of the Evaluation Offering under this Evaluation Agreement.
- c. **Assignment.** You may not assign this Evaluation Agreement without Collibra’s prior written consent, and any such action in violation of this provision, is null and void, and a breach of this Evaluation Agreement. Collibra may assign or transfer this Evaluation Agreement to an affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all its assets or voting securities. This Evaluation Agreement will bind and inure to the benefit of the party’s permitted successors and assigns.
- d. **Independent Contractors.** The parties are independent contractors, not agents, partners or joint venturers.
- e. **Third-Party Beneficiaries.** Except as expressly provided in this Evaluation Agreement, this Evaluation Agreement does not create or establish any rights or beneficiaries for any person or entity that is not a party to this Evaluation Agreement.
- f. **Export.** You acknowledge that the Evaluation Offering is subject to export control and economic sanctions restrictions imposed by the U.S. government and import restrictions by certain foreign governments (collectively

**“Trade Laws”**). In using or accessing the Evaluation Offering, you will not and will not allow any third party to use the Evaluation Offering in violation of any Trade Laws or remove or export from the U.S. or allow the export or re-export of any part of the Evaluation Offering or any direct product thereof to any location, party or end-use 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. You represent and warrant that you and any of your 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 organized under the laws of, ordinarily resident in, or controlled by the government of, any country or region (1) that is subject to a U.S. government embargo or comprehensive sanction, (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 Evaluation Offering 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 Evaluation Offering any information controlled under the U.S. International Traffic in Arms Regulations or listed on the Commerce Control List unless approved in writing by Collibra. You will notify Collibra promptly if you or your users become subject to any order or restriction listed in this Section.

- g. **Government End-Users.** Elements of the Evaluation Offering are commercial computer software. If the user or licensee of the Evaluation Offering is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Evaluation Offering or any related documentation of any kind, including technical data and manuals, is restricted by the terms of this Evaluation Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Evaluation Offering was developed fully at private expense. All other use is prohibited.
- h. **Amendments.** Except as otherwise provided herein, any amendments, modifications or supplements to this Evaluation Agreement must be in writing and signed by each party’s authorized representatives or, as appropriate, agreed through electronic means provided by Collibra.
- i. **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 Evaluation Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary, so the rest of this Evaluation Agreement remains in effect.
- j. **Entire Agreement.** This Evaluation Agreement is the parties’ entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements or communications regarding its subject matter, whether written or oral. Notwithstanding the foregoing, to the extent a separate written agreement has been signed between you and Collibra in connection with the subject matter hereof, such separate written agreement will supersede this Evaluation Agreement. In this Evaluation Agreement, headings are for convenience only and “including” and similar terms are to be construed without limitation.