Developer Terms

Thanks for your interest in Collibra's Developer Toolkit! These Collibra Developer Terms (these "**Terms**") are a binding agreement between you ("**you**" or "**Developer**") and Collibra Belgium BV, on behalf of itself and its affiliates ("**Collibra**", "**we**" or "**us**"), and govern your use of our Developer Toolkit (as defined below). If you are entering into these Terms on behalf of a company, organization or another legal entity, then "you" or "Developer" refers to that entity, and you represent and warrant that you have the authority to bind that entity to these Terms. If you do not have such authority, or if you do not agree with these Terms, you must not accept these Terms or use or access the Developer Toolkit. Collibra may modify these Terms from time to time, subject to Section 19 (Changes to Terms) below.

By clicking on "I agree" (or a similar button) or by using or accessing the Developer Toolkit, you agree to be bound by these Terms.

1. **How These Terms Apply.** These Terms apply if you use the Developer Toolkit to enable an application or service you operate (an "**Add-On**") to integrate with Collibra's proprietary cloud service and related applications (the "**Collibra Service**"). Any use of the Collibra Service itself remains subject to the separate terms you've entered into for your subscription to the Collibra Service (the "**Collibra Terms**"). "**Developer Toolkit**" means Collibra's REST APIs, Command Line Interface, workflows, access tokens, developer credentials and other tools or services allowing developers to interface with the Collibra Service, as may be updated or modified from time to time.

2. **Registration.** To use the Developer Toolkit, you must complete any registration requirements established by Collibra now or in the future. You must keep any Developer credentials confidential, and not share them with any third parties.

3. **Use of Developer Toolkit.** Subject to these Terms, you may use the Developer Toolkit to: (a) enable your Add-On to integrate with the Collibra Service; and (b) enable individual end users to enter their login, access credentials, authentication tokens or account identifying information used to access their account on the Collibra Service ("**End User Credentials**"). All of your use rights in these Terms are limited, non-exclusive, non-sublicensable, non-transferable and revocable, and you may only use the Developer Toolkit in accordance with the Developer Policies (as defined below). You may permit your agents and contractors to exercise your rights on your behalf, provided you remain responsible for their compliance with these Terms.

4. **Developer Policies.** These Terms incorporate the then-current version of Collibra's Developer Toolkit documentation (currently available here) ("**Developer Documentation**") and any other linked or referenced Collibra terms, including additional security requirements, if any (collectively, the "**Developer Policies**").

5. **Approval.** Your participation as a Developer and each Add-On are subject to Collibra's ongoing approval in its sole discretion. We reserve the right to test Add-Ons for security, performance and other criteria, and you agree to provide us with access to your Add-Ons and other reasonably requested information at any time upon request. We may change our approval processes or any user or activation level threshold for approval at any time.

6. **Access Limits.** Collibra may monitor your use of the Developer Toolkit and, from time to time, may place limits on access to the Developer Toolkit (e.g., limits on numbers of calls per end user account).

7. **Marketplace Listings.** This Section 7 applies only if you submit your Add-On for listing on the Collibra Marketplace.

   (a) Approval. Listing your Add-On on the Collibra Marketplace requires Collibra's approval. To apply for approval, you must provide Collibra with your Add-On description, documentation, icons and any related materials that we reasonably request (collectively, "**Listing Materials**"), which may include your name, logos and other trademarks ("**Your Marks**"). Collibra may approve or reject any Add-On in its discretion. You remain solely responsible for your Add-On despite any Collibra approval.

   (b) End User Enablement. Once your approved Add-On is listed on the Collibra Marketplace, end users may discover and deploy your Add-On with the Collibra Service. Prior to enablement, you must obtain each end user's legally binding agreement to your end user terms for your Add-On in accordance with Section 10(d) below. We do not guarantee that any end user will discover or enable your Add-On.

   (c) Collibra Rights. If Collibra approves your submitted Add-On under Section 7(a) (Approval), you grant Collibra a non-exclusive, worldwide license to: (i) list your Add-On on the Collibra Marketplace, (ii) use, host, copy and distribute your Add-On to operate with the Collibra Service and (iii) use, distribute and publicly perform and display your Listing Materials to market and promote your Add-On in connection with the Collibra Service and Collibra

Marketplace, including rights to modify and create derivative works of your Listing Materials (but we will not change Your Marks except for sizing and formatting). Collibra retains discretion and control over the placement, look and feel of the Collibra Marketplace, including Add-On listings and any Collibra or third-party properties through which the Collibra Marketplace appears. Collibra may sublicense its license rights to its affiliates, agents, contractors and marketing and channel partners. For clarity, you retain ownership of Your Marks and all goodwill arising from use of Your Marks belongs to you.

(d) Take-downs. You may request that we remove your Add-On and related Listing Materials at any time by contacting legal@collibra.com. We will use commercially reasonable efforts to promptly remove your Add-On and Listing Materials following receipt of your request. You agree to cooperate as requested by Collibra regarding end user transition and communications. Notwithstanding anything to the contrary in these Terms, Collibra may temporarily or permanently take-down any Add-On or disable any Add-Ons in its discretion, without notice or liability to you.

8. **Restrictions.** You may only use the Developer Toolkit as permitted in these Terms. You will not (and will not permit anyone else to): (a) access the Developer Toolkit except through the tokens and credentials we provide; (b) attempt to circumvent any of the Developer Toolkit's access or usage limits; (c) sublicense, sell or grant third parties access to the Developer Toolkit or any end user account, other than permitted use by your agents or contractors in Section 3 (Use of Developer Toolkit); (d) use the Developer Toolkit for competitive purposes or to operate Add-Ons that substantially replicate features of the Collibra Service; (e) reverse engineer, modify or create derivative works of the Developer Toolkit; (f) make calls to the Developer Toolkit not driven by bona fide end user requests (except for reasonable testing); (g) publish benchmarks or performance information about the Developer Toolkit; (h) test the capabilities or security of the Developer Toolkit or Collibra Service or disrupt their integrity or performance; (i) use the Developer Toolkit for any unlawful, infringing or offensive purpose; (j) use the Developer Toolkit with any Add-On that constitutes spyware, adware or malicious code or send any malicious code to the Developer Toolkit or Collibra Service or (k) directly or indirectly enable any party other than an individual end user using its own End User Credentials to use Add-Ons to access the Collibra Service that such end user has a valid right to access.

9. **Your Responsibilities.**

(a) Your Add-Ons and End Users. You are solely responsible, at your own expense, for your Add-Ons (including their operation and support) and your relationships and agreements with end users regarding your Add-Ons.

(b) Support. You are solely responsible for providing any end user support with respect to your Add-Ons. For clarity, Collibra has no obligation to provide any end user support for Add-Ons.

(c) Collibra End User Data. An end user may enable you or your Add-On to access elements of its Collibra account and/or certain of its data, content or information within the Collibra Service (collectively, "**Collibra End User Data**"). Collibra End User Data includes End User Credentials. You may access Collibra End User Data only to the extent enabled and authorized by the end user, solely on the end user's behalf and as necessary to provide your Add-Ons to that end user. You will ensure that all Collibra End User Data is collected, processed, transmitted, maintained and used in accordance with: (i) your agreement with the end user, a legally adequate privacy policy, data processing documentation or equivalent agreement, and appropriate notices to and consents from end users; (ii) all laws, rules, regulations or orders, including those relating to data privacy, data transfer, international communications or the export of technical or personal data ("**Laws**"); and (iii) industry-standard technical, administrative and physical security measures that protect the security and privacy of all Collibra End User Data.

(d) Minimum End User Terms. Your agreement with end users will expressly disclaim any liability on Collibra's part for any losses or damages suffered by end users in connection with your Add-On. Your privacy policy, data processing documentation or equivalent agreement will clearly explain: (i) what personal information your Add-On collects; (ii) how you collect and use personal information; (iii) with whom you intend to share personal information (excluding End User Credentials); (iv) in which country or countries personal information will be stored; (v) that you do not share End User Credentials with other parties; (vi) any other details required to be disclosed under applicable privacy Laws; and (vii) that you – and not Collibra – are responsible for safeguarding the personal information you collect.

(e) Additional Requirements for End User Credentials. All End User Credentials must be encrypted while stored and in transit. Notwithstanding Section 9(c) above or anything to the contrary in your agreements with end users, in no event will you: (i) process any End User Credentials except to enable an end user to access its account on the Collibra Service from Add-Ons; (ii) access an end user's account on the Collibra Service without prompted end user

activity (except where the end user has expressly directed Add-Ons to access the end user's account to conduct automated background processes or timed actions that do not access End User Data); (iii) share End User Credentials with, or display End User Credentials to, any third party or (iv) store End User Credentials in your logs. You further agree to only process End User Credentials in accordance with the Collibra Terms.

(f) <u>Collibra Customer Terms.</u> Use of the Collibra Service requires each end user to enter into Collibra Terms. You will not facilitate or encourage any end user to violate the Collibra Terms. If Collibra receives any data from you or your Add-Ons on an end user's behalf, that data will be subject solely to the Collibra Terms with the applicable end user, and such data will no longer be subject to your own terms with the end user.

(g) <u>Fees.</u> You may not directly or indirectly charge end users for use of, or access to, the functionality of the Developer Toolkit. If you charge any fees for your Add-Ons, you are solely responsible for collecting those fees. For clarity, these Terms grant you no right to distribute or resell the Developer Toolkit.

(h) <u>Your Representations and Warranties.</u> You represent and warrant that: (i) you have full power and authority to enter into and perform these Terms and to exploit your Add-Ons without violating any other agreement; (ii) your Add-Ons and their use will not violate any Laws or third party rights (including intellectual property rights and rights of privacy or publicity), and you will notify Collibra if your Add-Ons become subject to any claim or complaint regarding violation of Laws or third party rights; (iii) all information you provide to Collibra is and will be true, accurate and complete (and you will keep such information up-to-date). You agree not to (A) suggest any affiliation with Collibra (including that Collibra sponsors, endorses or guarantees your Add-Ons) except for the relationship expressly contemplated in these Terms and (B) make any representations, warranties or commitments on Collibra's behalf or regarding the Developer Toolkit or Collibra Service.

(i) <u>Indemnification.</u> You will indemnify, defend (at Collibra's request) and hold harmless Collibra and its affiliates and their respective directors, officers, employees, agents, contractors, end users and licensees from and against any claims, losses, costs, expenses (including reasonable attorneys' fees), damages or liabilities based on or arising from: (i) your Add-Ons; (ii) your relationships or interactions with any end users or third party distributors of your Add-Ons; or (iii) your breach or alleged breach of these Terms. Collibra may at its own expense participate in the defense and settlement of any claim with its own counsel, and you may not settle a claim without Collibra's prior written consent (not to be unreasonably withheld).

10. **Ownership.** Collibra does not claim ownership of your Add-Ons and you reserve all rights not expressly granted in these Terms. Collibra and its licensors retain all ownership and other rights (including all intellectual property rights) in the Developer Toolkit and the Collibra Properties. Providing feedback, comments, or suggestions about the Developer Toolkit ("**Feedback**") to Collibra is wholly voluntary. Collibra may freely use or exploit Feedback for any purpose.

11. **Support; Changes to Developer Toolkit.** Collibra has no obligation to provide any maintenance or support for the Developer Toolkit (or to end users of your Add-Ons) or to fix any errors or defects. From time to time, Collibra may change the Developer Toolkit. Future versions of the Developer Toolkit may not be compatible with your Add-Ons developed using previous versions. Collibra typically makes these changes as part of its overall developer program and is unable to provide notice of the changes to developers individually. Collibra will have no liability resulting from the actions described in this Section.

12. **Termination and Suspension.** These Terms remain in effect until terminated.

(a) <u>By Developer.</u> Developer may terminate these Terms at any time by ceasing all use of the Developer Toolkit.

(b) <u>By Collibra.</u> Collibra may terminate or suspend these Terms or your access to the Developer Toolkit (in whole or in part): (i) for no reason or any reason upon seven (7) days' notice to you; and (ii) immediately if you breach any provision of these Terms, if Collibra is required to do so by Laws, if Collibra ceases offering the Developer Toolkit, upon any security breach or other concern under any applicable security requirements, or if Collibra otherwise determines in its discretion that such action is necessary to avoid harm, liability or reputational damage to Collibra, the Developer Toolkit, the Collibra Properties, or any end user.

(c) <u>Effect of Termination.</u> Upon any termination: (i) your rights to use the Developer Toolkit will immediately terminate and you will cease all such use; (ii) you will return or destroy all Confidential Information (as requested by Collibra); and (iii) Sections 9 (Your Responsibilities), 10 (Ownership) and 12 (Termination and Suspension) through 22 (General) will survive. After termination, you will have no further access to any data or content that you submitted to Collibra relating to the Developer Toolkit.

(d) <u>No Obligation or Liability.</u> Collibra will have no obligation or liability resulting from termination, suspension or disablement as contemplated in Section 7 (d) (Take-downs) or this Section 12.

13. **Disclaimer of Warranties.** TO THE FULL EXTENT PERMITTED BY LAW, THE DEVELOPER TOOLKIT IS PROVIDED "AS IS" AND "WITH ALL FAULTS" AND COLLIBRA AND ITS THIRD-PARTY LICENSORS DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR ANY PURPOSE. COLLIBRA MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE RELATED TO AVAILABILITY, RELIABILITY, ACCURACY, COMPLETENESS, PERFORMANCE OR QUALITY OF THE DEVELOPER TOOLKIT, THAT COLLIBRA WILL CONTINUE TO OFFER ANY DEVELOPER TOOLKIT OR THAT USE OF ANY DEVELOPER TOOLKIT WILL BE SECURE, TIMELY, UNINTERRUPTED, ERROR-FREE OR MEET DEVELOPER'S REQUIREMENTS OR EXPECTATIONS. YOU MAY HAVE OTHER STATUTORY RIGHTS, IN WHICH CASE THE DISCLAIMERS ABOVE WILL APPLY TO THE FULL EXTENT PERMITTED BY LAW.

14. **Limitations of Liability.** TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT WILL COLLIBRA HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS (A) FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS OR LOST DATA), EVEN IF INFORMED OF THEIR POSSIBILITY IN ADVANCE OR (B) IN ANY EVENT, FOR ANY DAMAGES OR LIABILITIES EXCEEDING FIVE HUNDRED U.S. DOLLARS ($500). NOTWITHSTANDING ANYTHING TO THE CONTRARY, COLLIBRA HAS NO WARRANTY, INDEMNIFICATION OR OTHER OBLIGATION OR LIABILITY WITH RESPECT TO YOUR ADD-ONS OR THEIR COMBINATION, INTERACTION OR USE WITH ANY DEVELOPER TOOLKIT OR COLLIBRA PROPERTIES.

You acknowledge and agree that this Section 14 reflects a reasonable allocation of risk and will apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, and that Collibra would not enter into these Terms without these liability limitations. This Section will survive notwithstanding any limited remedy's failure of essential purpose.

15. **Collibra Confidential Information.** "**Confidential Information**" means any non-public elements of the Developer Toolkit and any other information disclosed by Collibra that is marked as confidential or proprietary or that should reasonably be understood to be confidential or proprietary from the circumstances of disclosure. Confidential Information does not include any information that: (a) is or becomes generally known to the public; (b) was known to you before its disclosure by Collibra: or (c) is received from a third party, in each case without breach of an obligation owed to Collibra or anyone else. You will (i) maintain Confidential Information in confidence (using at least the same measures as for your own confidential information, and no less than reasonable care) and not divulge it to any third party and (ii) only use Confidential Information to fulfill your obligations under these Terms. If you are compelled by law to disclose Confidential Information, you must provide Collibra with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance if Collibra wishes to contest the disclosure. In the event of actual or threatened breach of this Section 15, Collibra will have the right, in addition to any other remedies available to it, to seek injunctive relief to protect its Confidential Information, it being specifically acknowledged by the parties that other available remedies may be inadequate.

16. **Independent Development; Information You Provide Not Confidential.** Collibra develops its own products and services and works with many other vendors and developers, and either Collibra or these third parties could in the future develop (or already have developed) products similar to yours. You should not provide to Collibra any information that you consider confidential and you agree that Collibra is not subject to any confidentiality obligations or use restrictions related to information that you may provide to Collibra. You expressly agree that nothing in these Terms limits Collibra's right to develop, or have developed, products, concepts, systems or techniques that are similar to or compete with any of your Add-Ons or anything contemplated by or embodied in information you disclose to Collibra. For clarity, however, this Section in itself does not grant Collibra any license under your intellectual property rights.

17. **Usage Data.** In addition to Collibra's other rights, Collibra may collect certain data and information regarding your use of the Developer Toolkit, including data about your data pulls or requests, your Add-Ons and the end user accounts that you access ("**Usage Data**"). We may use and exploit Usage Data for any purpose in connection with operating, improving and supporting the Developer Toolkit.

18. **Open Source Software.** Certain code in the Developer Toolkit may be licensed under or include components subject to "open source" software terms ("**OSS**"), as listed in the Developer Documentation. The OSS licenses may grant you

additional rights to the OSS code itself and allow you to use the OSS outside of our Developer Toolkit To be clear, though, when you use the OSS as part of the Developer Toolkit, you must comply with these Terms.

19. **Changes to Terms.** Collibra may modify these Terms from time to time. Collibra will use reasonable efforts to notify you of modifications as provided in Section 20 (Notices). You may be required to click through the modified Terms to show your acceptance and in any event your continued use of the Developer Toolkit after the modification constitutes your acceptance to the modifications. If you do not agree to the modified Terms, your sole remedy is to terminate your use of the Developer Toolkit as described in Section 12 (Termination and Suspension).

20. **Notices.** Collibra may provide you with notices and communications at your email or physical address on file, through our website (including through publication on the Collibra Developer website, currently available here and/or the Collibra Community website, currently available here), or other reasonable means. Any notices or communications to Collibra must be sent to Collibra Belgium BV, Attention General Counsel: legal@collibra.com.

21. **Export.** The Developer Toolkit may be subject to export restrictions by the United States government and import restrictions by certain foreign governments, and you agree to comply with all applicable export and import Laws in your use of the Developer Toolkit. You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.

22. **General.** These Terms are the parties' entire agreement and supersede any prior or contemporaneous agreements relating to its subject matter. These Terms are a separate agreement from, and do not amend or modify, the Collibra Terms. Except as set forth in Section 19 (Changes to Terms), all amendments or modifications must be in writing and signed by both parties. The words "including" and similar terms are to be construed without limitation. Failure to enforce any provision is not a waiver and all waivers must be in writing. If any provision is found to be unenforceable, it (and related provisions) will be interpreted to best accomplish its intended purpose. Developer may not assign, transfer or delegate any right or obligations under these Terms and any non-permitted assignment is void. Collibra may assign these Terms and its rights and obligations to any of its affiliates or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities to which these Terms relate. The parties are independent contractors and these Terms do not create any agency, partnership, or joint venture. These Terms will be governed by and construed under the laws of the State of New York, USA as applied to agreements entered into and to be performed in New York by New York residents. The parties consent to the exclusive jurisdiction and venue of the courts located in and serving New York, New York, USA. Collibra will not be liable to Developer for any delay or failure to perform any obligation under these Terms if the delay or failure is due to unforeseen events that are beyond its reasonable control. The Developer Toolkit is commercial computer software. If the user or licensee of such technology is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure or transfer of such technology, or any related documentation of any kind, including technical data and manuals, is restricted by these Terms in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Developer Toolkit was developed fully at private expense. All other use is prohibited.