

Collibra Data Quality (DQ) Addendum

This Data Quality (DQ) Addendum amends and supplements the [Master Cloud Agreement](#) (“**Agreement**”) and is entered into by and between the Collibra contracting entity specified in the Agreement (also referred to as “**Collibra**”) and the entity or person placing an Order for or accessing or using the On-Prem Software (“**Customer**” or “**you**”). This “**Addendum**” means the terms and conditions below. If you are accessing or using the On-Prem Software on behalf of your company, you represent that you are authorized to accept this Addendum on behalf of your company, and all references to “you” reference your company as Customer.

The “**Effective Date**” of this Addendum is the date which is the earlier of (a) Customer’s initial access to the On-Prem Software through any provisioning, registration or order process, or (b) the effective date of the first Order. This Addendum will govern Customer’s initial purchase on the Effective Date as well as any future purchases made by Customer that include On-Prem Software. Collibra may modify this Addendum from time to time as permitted in the Agreement.

1. Addendum Scope.

1.1. This Addendum applies to any On-Prem Software provided under an Order. Except as otherwise specified in this Addendum, the entire Agreement applies to the On-Prem Software with each reference to “Service” being deemed to refer to “On-Prem Software”.

1.2. This Addendum does not modify in any manner the Agreement with respect to the Service or to any Software (as defined in the Agreement) provided as part of the Service, and except as otherwise set forth in this Addendum, the Agreement remains in full force and effect.

1.3. The following definitions apply under this Addendum:

“**On-Prem Software**” means the object code form of Collibra’s proprietary Data Quality & Observability software product, as identified in the relevant Order. The On-Prem Software includes the Documentation and any updates thereof.

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

2. On-Prem Software. Section 2 (The Service) of the Agreement is replaced with the following for On-Prem Software:

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

2.2. Users. Only Users may access or use the On-Prem Software. The On-Prem 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 or the Order. 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.

2.3. 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 On-Prem Software to a third party, (b) use the On-Prem Software on behalf of, or to provide any product or service to, third parties, (c) use or reference the On-Prem Software to develop a similar or competing product or service, (d) reverse engineer, decompile, disassemble the On-Prem Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the On-Prem Software, except to the extent expressly permitted by Law (and then only with prior notice to Collibra), (e) circumvent any usage 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 On-Prem Software, (g) remove or obscure any product identification or proprietary notices in the On-Prem Software, or (h) publish benchmarks or performance information about the On-Prem Software.

2.4. License Verification. Upon Collibra’s written request (but no more than once annually except in cases of repeated violations), Customer will certify in writing that its use of the On-Prem Software is in full compliance with the terms of this Addendum and the Agreement, including the applicable Scope of Use. Collibra may also exercise these verification rights through ongoing consumption tracking via the On-Prem Software (“**Usage Monitoring**”). Customer will not block or interfere with such Usage Monitoring. Usage Monitoring shall be at the Customer account level and shall not include any personal data. 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.

2.5. Subscription Term. Notwithstanding Section 9.1 (Subscription Term) of the Agreement, each Subscription Term for On-Prem Software will renew only upon mutual written agreement of the parties.

3. SLA and Support.

3.1. SLA. The SLA does not apply to On-Prem Software.

3.2. Warranties and Indemnification. The warranties in Section 10.1 (Limited Warranty) of the Agreement and Collibra’s obligations in Section 14 (Indemnification) of the Agreement do not apply to any unsupported release of the On-Prem Software.

3.3. Support. During the Subscription Term, Collibra will provide Support for On-Prem Software in accordance with the Support Policy, as modified by this Addendum, 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.

- 3.4. 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.
- 3.5. 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 standalone OSS, 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.
- 4. Customer Data.** Except with respect to Usage Monitoring, terms for Customer Data do not apply to On-Prem Software.
- 5. Prohibited Uses.** Section 5.2 (Prohibited Uses) of the Agreement is replaced with the following for On-Prem Software:
- 5.2. **Prohibited Uses.** Customer must not use the On-Prem Software for High Risk Activities. Customer further acknowledges that the On-Prem 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 On-Prem Software for High Risk Activities.
- 6. Suspension of Service.** Section 6 (Suspension of Service) of the Agreement does not apply to On-Prem Software.
- 7. Termination of Addendum.** This Addendum will terminate upon the earlier to occur of: (i) expiration of all Subscription Terms for On-Prem Software, or (ii) expiration or termination of the Agreement for any reason (including if for breach of this Addendum in accordance with Section 11.2 (Termination) of the Agreement). Upon termination of this Addendum, Customer's license to the On-Prem Software will cease, and Customer must immediately cease using the On-Prem Software and delete (or, upon request, return) all copies of the On-Prem Software.