

Reltio SaaS Platform Subscription Agreement Terms and Conditions

Last updated on **May 3, 2021**

These Reltio SaaS Platform Subscription Agreement Terms and Conditions (these “**General Terms**”) set forth the terms and conditions applicable to the subscription for certain SaaS services by the party subscribing to such services (“**Customer**”) from Reltio, Inc. (“**Reltio**”) via a specific listing on a Marketplace (the “**Marketplace Listing**”). The offer of the Services (as defined below) as a Marketplace Listing, and Customer’s purchase of the corresponding subscription on the Marketplace, constitutes each Party’s respective acceptance of these General Terms and their entry into the Agreement (as defined below). Customer will subscribe to the Services as set forth in the Marketplace Listing in accordance with the Agreement. The fee or rate for the Services is set forth in the applicable Marketplace Listing. Each subscription is subject to and governed by the Agreement. Each subscription is a separate Agreement between Customer and Reltio. The Agreement is solely between Reltio and Customer. Neither the Marketplace or its Affiliates are a party to this Agreement and the Marketplace will not have any liability or obligations with regards to any products or services provided hereunder.

1. DEFINITIONS

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity.

“**Agreement**” means these General Terms, the applicable Marketplace Listing, and any amendments to the foregoing executed by authorized representatives of the parties. In the event of a conflict between the terms and conditions of the various components of the Agreement, the following order of precedence will apply: (a) any amendment mutually agreed upon by the parties in writing; (b) these General Terms; and (c) the Marketplace Listing, but only with respect to the services provided under that applicable Marketplace Listing. No provisions of either party’s pre-printed purchase orders, acknowledgements, or click-through terms may modify the Agreement, and such other or additional terms or conditions are void and of no effect.

“**Customer Applications**” has the meaning specified in Section 7.2 (Customer Applications and Code).

“**Customer Data**” means all electronic data or information submitted by or on behalf of Customer to the Platform pursuant to the Agreement, as well as modifications to such data as a result of processing on the Platform. For the avoidance of doubt, Customer Data does not include machine learning, know-how, statistics, or artificial intelligence developed by Reltio in and as part of the Platform during its normal operation (“**AI**”), provided that such AI is completely anonymized and cannot be traced back to Customer Data or to Customer in any manner.

“Data Security Policy” means Reltio’s Data Security Policy posted at www.reltio.com/reltio-data-security-policy, and incorporated herein by reference.

“Documentation” means the technical documentation applicable to the Platform as posted by Reltio at <https://docs.reltio.com/> and updated from time to time.

“Including” with or without capitalization means “including without limitation” unless expressly stated otherwise.

“Intellectual Property Rights” means collectively all patent, trade secret, trademark, copyright (including any moral rights or statutory termination rights), and similar rights for the protection of inventions, works of authorship, recordings, mask works, and identification of source or sponsorship for goods or services in commerce.

“Malicious Code” means viruses, worms, Trojan horses and other code, files, scripts, agents, or programs designed for a harmful or malicious purpose.

“Marketplace” means the software marketplace operated by Amazon Web Services, Inc. located at <https://aws.amazon.com/marketplace/>, which allows the procurement or deployment by customers of software or services as each may be updated from time to time, as applicable to this Agreement.

“Overage” has the meaning specified in Section 2.3 (Usage Limitations).

“Platform” means the online, Software-as-a-Service platform made available by Reltio under the Agreement via www.reltio.com as the same may be updated from time-to-time (such updates referred to collectively as **“Revisions”**).

“Services” means access to the Platform, and any Support Services, or other services provided by or on behalf of Reltio under the Agreement. “Services” hereunder does not include Third-Party Data Feeds, or Third-Party Applications.

“SLA” or “Service Level Agreement” means Reltio’s Service Level Agreement posted at www.reltio.com/sla, incorporated by reference.

“Support Services” means Reltio’s Support Policy posted at www.reltio.com/support, incorporated by reference.

“Third-Party Applications” means third-party software applications or services (such as for Amazon Web Services, Google Cloud Platform and Salesforce) that are provided by entities or individuals other than Reltio and identified as such, and that interoperate with the Platform.

“Third-Party Data Feeds” means data provided by a third party that is licensed directly by Customer from said third party or included as a pre-integrated data feed by Reltio.

“Usage Limitations” include those limitations on Customer’s use of the Platform as stated in Section 2.3 (Usage Limitations) and the Marketplace Listing, including the number of permitted Users.

“Users” means individual natural persons who are employees or contractors of Customer or of Customer’s Affiliates or vendors, authorized by Customer to use the Platform for Customer’s benefit, and who have been supplied user identifications and passwords by Customer (or by Reltio at Customer’s request). User accounts are assigned on an individual “named User” basis and may be re-assigned by Customer from time-to-time but may not be used as concurrent use licenses. For the avoidance of doubt, Customer remains responsible to Reltio for all acts or omissions of all Users in relation to this Agreement.

2. SUBSCRIPTION TO PLATFORM

2.1. Provision of Platform. Subject to the terms and conditions of the Agreement, Reltio hereby grants Customer the non-exclusive, non-transferable (except pursuant to Section 14.9 (Assignment)) right to permit Users to access and use the Platform and Documentation for Customer’s internal business purposes only during the subscription term(s) specified in the Marketplace Listing(s). Customer acknowledges and agrees that subscription(s) ordered hereunder are neither contingent on the delivery of any future functions or features, nor ordered in reliance on any oral or written public comments made by Reltio regarding future functions or features.

2.2. Restrictions. Customer shall not, nor permit its Users or anyone under its control to: (a) allow any third party who is not a User to access the Platform; (b) decompile, reverse engineer, disassemble or otherwise attempt to reconstruct or discover the source code of the Platform or any part of it; (c) create unauthorized copies of any portion of the Platform or make any unauthorized modifications to the Platform; (d) conduct benchmark or performance tests, or disclose the results of any such tests; (e) access the Platform or its output for the purpose of developing a competitive product or service; (f) use the Platform to store or transmit infringing, libelous, obscene, or otherwise illegal content including viruses or other malicious code; or (g) attempt to gain access by unauthorized means to the Platform or related systems or networks (including Customer attempts to conduct penetration testing against Reltio systems without Reltio’s prior written consent).

2.3. Usage Limitations. The Platform is subject to other limitations as stated in the Documentation, and as stated in the Marketplace Listing, including limits on the number of Users, storage space, profiles, and the number of calls Customer is permitted to make against the Reltio application programming interface. The Platform provides real time information to enable Customer to monitor its compliance with such limitations. In the event any limit is exceeded during the subscription term of the Marketplace Listing (an **“Overage”**), Customer will be invoiced for such Overage based on applicable pricing specified at www.reltio.com/quotas. Reltio reserves the right to revise its Documentation, including Overage pricing, from time-to-time.

2.4. Customer Responsibilities.

(a) Customer shall: (i) be responsible for its Users' compliance with the Agreement; (ii) be responsible for the accuracy and integrity of Customer Data and possessing the legal rights to provide the Customer Data to Reltio for Reltio to use, reproduce, store, transmit, and process in accordance with the Agreement; (iii) prohibit Users from sharing or disclosing passwords, encryption keys, or otherwise allowing unauthorized access to the Platform; (iv) ensure that Customer possesses any and all necessary licenses and permissions for any Third-Party Data Feeds that Customer provides or causes to be provided to the Platform such that such data can be used, reproduced, stored, transmitted, and processed by Reltio in accordance with the Agreement; and (v) use the Platform only in accordance with the Documentation and applicable law.

(b) Customer shall not use the Platform to store, reproduce, process, or transmit: (i) any protected health data, as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as amended and supplemented; (ii) data governed by the European Union General Data Protection Regulation ("GDPR"); (iii) cardholder data that is subject to Payment Card Industry Data Security Standards ("PCI-DSS"); or (iv) any information that may not lawfully be transferred to, stored, reproduced, or processed by Reltio under the Agreement.

3. SUPPORT SERVICES AND SLA

3.1. Support Services. Reltio shall provide Customer with Support Services at the Standard Plan level.

3.2. Service Level Agreement. Reltio's SLA will apply to the operation of the Platform under the Agreement.

4. PROTECTION OF CUSTOMER DATA

4.1. Reltio Protection of Customer Data and Third-Party Data Feeds. Reltio shall maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data and Third-Party Data Feeds as stated in the Data Security Policy. Reltio shall not (a) modify Customer Data except as part of the normal processing of data by the Platform to perform Customer's requested functions; (b) voluntarily disclose Customer Data except as set forth in Section 4.2 (Permitted Disclosures), or (c) access Customer Data except to provide the Platform or other Services under the Agreement. Reltio reserves the right to modify the Data Security Policy from time-to-time as it deems necessary to update, maintain, and improve security based on industry norms and best practices. Customer is solely responsible for taking and maintaining appropriate security, protection and backup actions with respect to Customer Data, Third-Party Data Feeds, and Users' access to the Platform, including the security of account passwords issued to its Users.

4.2. Permitted Disclosures. Customer agrees that Reltio may disclose Customer Data as follows: (a) when compelled by law in accordance with Section 8.3 (Compelled Disclosure); (b) to third party service providers that Reltio retains to provide Services or the Platform to Customer hereunder, provided that Reltio has executed a written agreement with such third-party providers requiring them to maintain the confidentiality of Customer Data to the same extent as

Reltio does under the Agreement; (c) as expressly permitted in writing by Customer; and (d) to Reltio Affiliates or permitted assigns pursuant to Section 14.9 (Assignment), provided that Reltio has executed a written agreement with such parties to maintain the confidentiality of Customer Data to same extent as Reltio does under the Agreement.

4.3 California Privacy. To the extent that Customer Data contains “personal information” that is subject to the California Consumer Privacy Act of 2018, its implementing regulations, and any amendments thereto (collectively, the “CCPA”), Reltio agrees that it shall process such personal information as a service provider (as defined under the CCPA) and shall not (a) retain, use or disclose personal information for any purpose other than the purposes set out in the Agreement and/or as permitted by the CCPA; or (b) "sell" (as defined and understood within the requirements of the CCPA) personal information.

5. THIRD-PARTY APPLICATIONS AND CUSTOMER DATA

If Customer installs or enables Third-Party Applications for use with the Platform, Customer hereby consents to the disclosure by Reltio of Customer Data to such provider for the interoperation of the Third-Party Application(s) with the Platform. Reltio shall not be responsible for any disclosure, modification, deletion, loss, or unauthorized use of Customer Data resulting from any such access by Third-Party Applications installed or enabled by Customer and its Users. The Platform shall allow Customer to control such access by restricting Users from installing or enabling any Third-Party Applications for use with the Platform. Reltio is not responsible for the performance, operation, or continued availability of any Third-Party Applications, or any Customer request for refund, credit, or other compensation relating to the Third-Party Application, which Customer uses at its own risk. As between Reltio and Customer, Customer is solely responsible for identifying and complying with the applicable third-party terms and conditions for installed or enabled Third-Party Applications.

6. FEES AND PAYMENTS

6.1. Fees. Customer shall pay all fees specified in the Marketplace Listing hereunder in US dollars and without any deduction for withholding or similar taxes. For all Marketplace Listings (a) fees based on Platform subscriptions purchased apply whether or not the subscription is actually used, (b) payment obligations are non-cancelable and fees paid are non-refundable except as expressly stated herein, (c) purchased quantities or amounts cannot be decreased during the relevant subscription term stated on the Marketplace Listing, and (d) Customer agrees that it will be invoiced for and pay applicable charges for Overages as described in Section 2.3 (Usage Limitations).

6.2. Invoicing and Payment. Subscription fees for the Platform shall be paid annually in advance. Fees and charges for other Services shall be paid as stated in the Marketplace Listing or as otherwise indicated at www.reltio.com/quotas. Unless otherwise mutually agreed between the parties, Customer may pay all fees and charges hereunder through Customer’s Marketplace account, by wire transfer to the Reltio account specified on an invoice, or by other valid payment method reasonably acceptable to Reltio. Unless otherwise mutually agreed between the parties, fees and charges are due net thirty (30) days from Customer’s purchase of the corresponding

subscription on the Marketplace, or from an invoice date. Customer is responsible for providing complete and accurate billing and contact information, including information regarding Customer's Marketplace account, to Reltio and notifying Reltio of any changes to such information.

6.3. Overdue Charges. If any undisputed (subject to Section 6.5 (Payment Disputes)) charges are not received from Customer by the due date, then at Reltio's discretion, such charges may accrue late interest at the rate of one percent (1%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

6.4. Suspension of Service. If any undisputed (subject to Section 6.5 (Payment Disputes)) amount owing by Customer under this or any other agreement for the Platform services is thirty (30) or more days overdue, Reltio may, without limiting its other rights and remedies, suspend Services to Customer and Customer's access to the Platform until such amounts are paid in full. Reltio will give Customer at least seven (7) days' prior written notice that Customer's account is overdue, in accordance with Section 13.2 (Manner of Giving Notice), before suspending the Platform services to Customer and Customer's access to the Platform.

6.5. Payment Disputes. Reltio rights under Section 6.3 (Overdue Charges) and Section 6.4 (Suspension of Service) may be applied to late payment of disputed amounts as well, unless and for so long as Customer is disputing the applicable charges reasonably and in good faith, and is cooperating diligently to resolve the dispute.

6.6. Taxes. Unless otherwise stated, Reltio's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder and where required by local legislation. If Customer pays the fees and charges hereunder through Customer's Marketplace account, the Marketplace may charge for Taxes in its own name for any products or services purchased by Customer on the Marketplace and Customer shall pay such Taxes. If Reltio has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Reltio with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Reltio is solely responsible for taxes assessable against Reltio based on its income, property and employees.

7. PROPRIETARY RIGHTS

7.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Reltio reserves all rights, title and interest in and to the Platform and any Services provided by or for Reltio, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

7.2. Customer Applications and Code. If Customer, a third party acting on Customer's behalf, or a User creates applications or program code for use with the Platform (the "Customer

Applications”), Customer authorizes Reltio to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Reltio to provide the Platform to Customer in accordance with the Agreement. Subject to the above, Reltio acquires no right, title or interest from Customer or its licensors under the Agreement in or to such applications or program code, including any Intellectual Property Rights therein.

7.3. Customer Data. Customer hereby grants Reltio the non-exclusive worldwide, royalty-free right to use, reproduce, store, transmit, perform, adapt, or display Customer Data solely to the extent required for Reltio’s provision of the Platform and Services to Customer under the Agreement and to integrate and combine Customer Data with Third-Party Data Feeds. Subject to the limited rights granted by Customer hereunder, Reltio acquires no right, title or interest from Customer or its licensors under the Agreement in or to Customer Data, or Customer Applications including any Intellectual Property Rights therein.

7.4. Third-Party Data Feeds. Customer represents and warrants that Customer has obtained and has paid or will timely pay for all licenses, rights, and permissions necessary to grant Reltio the right to use Third-Party Data Feeds provided and licensed by Customer in connection with the Platform and to perform Reltio’s rights and obligations under the Agreement.

7.5. Feedback. Reltio shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Platform or other Reltio services any suggestions, enhancement requests, recommendations or other feedback provided by Customer including its Users relating to the operation of the Platform or the provision of Services, provided that the foregoing shall not apply to Customer Confidential Information.

7.6. U.S. Government Rights Clauses; Export Compliance. The Platform under the Agreement is a “commercial computer software” as that term is described in DFAR 252.227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms and the Agreement as specified in 48 C.F.R. 12.212 (Computer Software) and 12.11 (Technical Data) of the Federal Acquisition Regulations (“**FAR**”) and its successors. If acquired by or on behalf of any agency within the Department of Defense (“**DOD**”), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of the Agreement as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement and its successors. The Platform provided by or for Reltio and any other technology Reltio makes available under the Agreement, and derivatives thereof (collectively the “**Reltio Provided Technology**”) may be subject to export laws and regulations of the United States and other jurisdictions including the Export Administration Regulations, 15 C.F.R. Parts 730-774. Customer shall not export, re-export, transfer or divert any of the Reltio Provided Technology and technical data pertaining to such Reltio Provided Technology, or any direct product thereof to any destination, end-use or end-user that is prohibited or restricted under such United States export control laws and regulations, except as specifically authorized by the United States Department of Commerce or other appropriate United States Government agency. Customer represents and warrants that Customer and Customer’s Affiliates are not included in the U.S. Department of the Treasury, Office of Foreign Asset Control (OFAC) list of Specially Designated Nationals and Blocked Persons, US Department of Commerce, Bureau of Industry

and Security (BIS) Denied Persons List, BIS Entity List, or BIS Unverified List and will promptly inform Reltio if Customer is included on any of the above-referenced lists.

8. CONFIDENTIALITY

8.1. Definition of Confidential Information. As used herein, “**Confidential Information**” means all confidential information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Reltio Confidential Information shall include the Platform. Customer Confidential Information shall include Customer Data or Customer Applications. Confidential Information of each party shall include the terms and conditions of the Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party as evidenced by the Receiving Party’s written records, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party without reference to Disclosing Party’s Confidential Information as evidenced by the Receiving Party’s written records.

8.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). The Receiving Party shall (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of the Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, not voluntarily disclose Confidential Information of the Disclosing Party, except to those of its and its Affiliates’ employees, contractors and agents who need such access for purposes consistent with the Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of the to any third party other than Customer’s and Reltio’s respective Affiliates, their officers, directors and employees, current and potential investors and acquirers, and their legal counsel and accountants without the other party’s prior written consent, except that either party may generally promote the fact that they have entered into an agreement with the other party relating to the products and services described hereunder.

8.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest or limit the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

9. WARRANTIES AND DISCLAIMERS

9.1. Reltio Warranties. Subject to Section 9.2 (Exclusion from Warranties), Reltio warrants that (a) Reltio has validly entered into the Agreement and has the legal power to do so, (b) the Platform shall perform materially in accordance with the Documentation, the Agreement and any specifications or descriptions set forth in the Marketplace Listing, (c) subject to Section 5 (Third-Party Applications and Customer Data), the functionality of the Platform (as defined as of the subscription start date of an Order Form) will not be materially decreased during a subscription term, and (d) Reltio will use industry standard measures to not transmit Malicious Code to Customer, provided it is not a breach of this subpart if Customer or a User uploads a file containing Malicious Code into the Platform and later downloads the same file, unmodified by Reltio, containing Malicious Code. For any breach of a warranty above, Customer's exclusive remedy shall be as provided in Section 12.3 (Termination for Cause) and Section 12.4 (Refund or Payment upon Termination) below.

9.2. Exclusion from Warranties. The warranties in Sections 9.1(b) and (c) (Reltio Warranties) are void to the extent any failure to perform in accordance with the Documentation or any decrease in functionality is the result of (a) the Platform not being used in accordance with the applicable Documentation or the Agreement, (b) the Platform having been modified or altered by Customer without Reltio's knowledge and written permission, or (c) Internet or network connections, streaming services, computers, equipment or devices not supplied by Reltio. Further, Reltio makes no warranties of any sort applicable to Third-Party Data Feeds, or Third-Party Applications, which are made available by Reltio "AS IS".

9.3. Customer Warranties. Customer warrants that (a) Customer has validly entered into the Agreement and has the legal power to do so, (b) that Reltio's use of Customer Data, Customer Applications, and Third-Party Data Feeds licensed by Customer will not infringe or violate the Intellectual Property Rights of any third party; and (c) Customer's entry into the Agreement and performance of its obligations hereunder will not violate or conflict with any other agreement or obligations to which Customer is bound.

9.4. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OF TITLE AND NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. RELTIO DOES NOT REPRESENT OR WARRANT THAT USE OF THE SERVICES WILL BE ERROR-FREE, COMPLETELY SECURE, OR UNINTERRUPTED, OR THAT THE SERVICES WILL MEET ANY OF CUSTOMER'S REQUIREMENTS, OR THAT DEFECTS IN THE PLATFORM WILL BE CORRECTED. THIRD-PARTY DATA FEEDS AND THIRD-PARTY APPLICATIONS ARE NOT PART OF THE "PLATFORM" OR "SERVICES" HEREUNDER AND ARE MADE AVAILABLE "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND.

10. INDEMNIFICATION

10.1. Indemnification by Reltio. Reltio shall defend Customer, its Affiliates, and Users (“**Customer Indemnified Parties**”) against any claim, demand, suit, or proceeding made or brought against Customer Indemnified Parties by a third party to the extent alleging that the Platform, or Customer Indemnified Parties’ use of the Platform as permitted hereunder (but excluding any claims based on Customer Data, Customer Applications, Third-Party Data Feeds, or combination of the Platform with any third-party components not required for normal operation as described in the Documentation) infringes or misappropriates the Intellectual Property Rights of a third party (each a “**Claim Against Customer**”), and shall indemnify Customer Indemnified Parties for any out-of-pocket damages, attorney fees, costs, judgments, and approved settlement payments, incurred in defending such a Claim Against Customer; provided that Customer: (a) promptly gives Reltio written notice of the Claim Against Customer (provided that any failure or delay in doing so shall only mitigate Reltio’s obligations under this Section to the extent it actually prejudices Reltio’s ability to defend the applicable Claim Against Customer); (b) gives Reltio sole control of the defense and settlement of the Claim Against Customer (provided that Reltio may not settle any Claim Against Customer unless the settlement unconditionally releases Customer of all liability); and (c) provides to Reltio all reasonable assistance, at Reltio’s expense. In the event of a Claim Against Customer, or if Reltio reasonably believes the Platform may infringe or misappropriate, in addition to Reltio’s defense and indemnification obligations above, Reltio may in its discretion and at no cost to Customer (i) modify the Platform so that it is no longer infringing or misappropriating, without breaching Reltio’s warranties under Section 9.1 (Reltio Warranties) above, (ii) obtain a license for Customer’s continued use of the Platform in accordance with the Agreement, or (iii) terminate Customer User subscriptions for the Platform for convenience upon thirty (30) days written notice and refund to Customer any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination. The indemnification obligations hereunder shall not apply to claims to the extent Customer is to provide indemnification under Section 10.2 (Indemnification by Customer) below.

10.2. Indemnification by Customer. Customer shall defend Reltio, its Affiliates, and its permitted contractors and sub-processors (collectively “**Reltio’s Indemnified Parties**”) against any claim, demand, suit or proceeding made or brought against a Reltio Indemnified Party by a third party to the extent arising from Customer’s breach of the requirements of Section 2.4 (Customer Responsibilities) of these General Terms (including the requirement to have the legal rights to provide the Customer Data to Reltio for processing under the Agreement), or any claim arising out of the provision of Services to the specifications or at the direction of Customer (each a “**Claim Against Reltio**”), and shall indemnify Reltio Indemnified Parties for any out-of-pocket damages, attorney fees, costs, judgments, and approved settlement payments, incurred in defending such a Claim Against Reltio; provided that Reltio: (a) promptly gives Customer written notice of the Claim Against Reltio (provided that any failure or delay in doing so shall only mitigate Customer’s obligations under this Section to the extent it actually prejudices Customer’s ability to defend the applicable Claim Against Reltio); (b) gives Customer sole control of the defense and settlement of the Claim Against Reltio (provided that Customer may not settle any Claim Against Reltio unless the settlement unconditionally releases Reltio of all liability); and (c) provide to Customer all reasonable assistance, at Customer’s expense. The indemnification obligations hereunder shall not apply to claims to the extent Reltio is to provide indemnification under Section 10.1 (Indemnification by Reltio) above.

10.3 TPDAs. If Customer requests that Reltio executes a third-party data agreement (“**TPDA**”) with a Third-Party Data Provider for Customer’s benefit, Customer shall defend and indemnify Reltio against any and all liabilities, claims, demands, damages, losses and expenses, including attorneys’ fees, to the extent resulting from any suit, claim or legal proceeding (“**Claim**”) that directly or indirectly arises or results from Reltio’s obligations under such TPDA, including any and all obligations assumed by Reltio thereunder relating to the protection, loss or disclosure of data, including any and all Third-Party Data Feeds provided thereunder, except for any such Claims to the extent arising directly from Reltio’s gross negligence or willful misconduct. As used in this Section 10.3, “**Third-Party Data Provider**” means any third party from whom Customer obtains a license to Third-Party Data Feeds. TPDA includes third-party data agreements or similar instruments which a Third-Party Data Provider may require that Reltio enter into as a condition of or in connection with Customer utilizing a Third-Party Data Feed on the Platform.

10.4. Exclusive Remedy. This Section 10 (Indemnification) states the indemnifying party’s sole liability to the indemnified parties for, and the indemnified parties’ exclusive remedy for, Claims including a Claim Against Customer or a Claim Against Reltio, as the case may be.

11. LIMITATION OF LIABILITY

11.1. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOST DATA, OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, NEGLIGENCE, OTHER TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING OUT OF OR RELATING TO THE AGREEMENT AND ANY SERVICES PROVIDED PURSUANT TO THE AGREEMENT. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11.2. Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATING TO THE AGREEMENT AND ANY SERVICES PROVIDED PURSUANT TO THE AGREEMENT WHETHER IN CONTRACT, NEGLIGENCE, OTHER TORT, OR UNDER ANY OTHER THEORY OF LIABILITY EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER HEREUNDER FOR THE SUBSCRIPTION TO THE PLATFORM IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH LIABILITY AROSE; PROVIDED, HOWEVER, THE FOREGOING SHALL NOT LIMIT CUSTOMER’S PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENTS) OR INDEMNIFICATION OBLIGATIONS UNDER SECTION 10.2 (INDEMNIFICATION BY CUSTOMER).

12.TERM AND TERMINATION

12.1. Term of Agreement. The Agreement commences on the start date of the applicable subscription under the Marketplace Listing and continues until such subscription has expired or been terminated.

12.2. Term of Purchased User Subscriptions and Renewals. Platform subscriptions purchased by Customer commence on the date Customer accepts specified in the Marketplace Listing and continue for the subscription term specified therein, as provided in the Marketplace Listing.

12.3. Termination for Cause. Either party may terminate the Agreement for cause upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; and or if either party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

12.4. Refund or Payment upon Termination. Upon any termination for cause by Customer, Reltio shall promptly refund Customer any prepaid fees covering the remainder of the term of all terminated subscriptions after the effective date of termination. Upon any termination for cause by Reltio, Customer shall pay any unpaid fees covering the remainder of the term of the Agreement after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Reltio for the period prior to the effective date of termination.

12.5. Effect of Termination and Return of Customer Data. Upon the effective date of expiration or termination of the Agreement or any applicable subscription term, Customer shall immediately cease any further use of the Platform. Reltio will make available to Customer for download a file of Customer Data in an industry standard format along with any attachments in their native format within thirty (30) days of the termination or expiration. Unless otherwise agreed by the parties in writing, after such 30-day period Reltio shall have no obligation to maintain or provide any of Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data in Reltio systems or otherwise in Reltio's possession or under Reltio's control.

12.6. Surviving Provisions. Section 6 (Fees and Payments), 7 (Proprietary Rights), 8 (Confidentiality), 9.4 (Disclaimer), 10 (Indemnification), 11 (Limitation of Liability), 12.4 (Refund or Payment upon Termination), 12.5 (Effect of Termination and Return of Customer Data), 13 (Notices), 14 (General Provisions), and any provision of the Agreement which, by its nature, is intended to survive, shall remain in effect following any termination or expiration of the Agreement.

13. NOTICES

13.1. General. Notices under the Agreement shall be sent to:

(a) Reltio at 100 Marine Parkway, Suite 275; Redwood Shores, CA 94065, Attn: Legal Department; cc: legal@reltio.com; and

(b) Customer at the address/contact details provided by Customer in writing to Reltio for notices, in each case, as may be updated by a party from time-to-time by written notice. In the event that

Customer does not provide written notice of address/contact details for notices hereunder to Reltio, Customer acknowledges and agrees that Reltio shall, notwithstanding anything to the contrary set forth in Section 13.2(d), provide notice to Customer at Customer's administrator email address.

13.2. Manner of Giving Notice. Except as otherwise specified in the Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery, (b) the fifth business day after mailing, (c) the next business day after sending by confirmed facsimile, or (d) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim).

14. GENERAL PROVISIONS

14.1. Governing Law; Venue. The Agreement will be governed by and construed according to the laws of the State California, without regard to that body of law controlling conflicts of law. In the event of any dispute or claim arising out of the Agreement, the parties hereby submit to the exclusive jurisdiction of the federal and state courts located in Santa Clara County, California, as applicable. The Agreement and the transactions contemplated herein are not and will not be subject to the Uniform Computer Information Transactions Act (prepared by the National Conference of Commissioners on Uniform State Laws) as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction. The parties disclaim application of the Convention on the International Sale of Goods to the Agreement.

14.2. Anti-Corruption. Customer confirms it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Reltio's employees or agents in connection with the Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use all reasonable efforts to promptly notify Reltio's Legal Department (legal@relio.com).

14.3. Relationship of the Parties. The parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

14.4. No Third-Party Beneficiaries. There are no third-party beneficiaries to the Agreement.

14.5. Waiver. No failure or delay by either party in exercising any right under the Agreement shall constitute a waiver of that right.

14.6. Severability. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement shall remain in effect.

14.7. Subcontractors. To the extent any portion or component of the Platform or other Services set forth herein are delegated or subcontracted by Reltio to any party that is not an employee of

Reltio, including subcontractors, subprocessors, or independent contractors engaged by Reltio (collectively, “**Subcontractors**”), Reltio represents and warrants that: (a) each Subcontractor has agreed to be bound to confidentiality obligations with respect to Customer Data and Customer Confidential Information at least as restrictive as those set forth herein; (b) the Subcontractors will be adequately trained by Reltio or its designee; and (c) Reltio has secured and will maintain at all times insurance (except Workers Compensation Insurance) with regard to any Subcontractors in amounts equal to those Reltio carries on its own employees and personnel. Reltio shall be and will remain responsible for the performance of the Subcontractors under the Agreement as if Reltio, not the Subcontractors, were performing.

14.8. Force Majeure. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached the Agreement for failure or delay in fulfilling or performing any term of the Agreement, except with respect to the obligations related to payment of fees and other charges by Customer under the Agreement, to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including fire, floods, pandemic, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party.

14.9. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign the Agreement in its entirety, and its rights or obligations hereunder, without the other party’s consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of the assigning party’s assets to an assignee who agrees to be bound by all the terms and conditions of the Agreement in its entirety. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.10. Entire Agreement. The Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.