

RELTIO EVALUATION GENERAL TERMS AND CONDITIONS

These Reltio Evaluation General Terms and Conditions (these “**Evaluation General Terms**”) are between Reltio, Inc., a Delaware corporation, (“**Reltio**”) and the customer identified on the accompanying Evaluation Order Form (“**Order Form**”) to which this document is attached (the “**Customer**”).

1. **Reltio Evaluation Order Form.** As designated and more particularly described in the Order Form, Reltio agrees to allow Customer to perform an evaluation of the Reltio Platform (the “**Evaluation**”). These Evaluation General Terms (including any Reltio Integration Hub Terms, if applicable) shall govern the Customer’s rights and obligations with respect to the Evaluation and shall be incorporated by reference as a material and integrated part of such Order Form. In the event and to the extent of any conflict between these Evaluation General Terms and the Order Form, the provisions of the Evaluation General Terms shall prevail, but only with respect to the Evaluation.
2. **Definitions.**
 - (a) “**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity.
 - (b) “**Documentation**” means the technical documentation applicable to the Services Reltio will provide in conjunction with the Evaluation as posted by Reltio at <https://docs.reltio.com/> and updated from time to time, and as made available within the Platform.
 - (c) “**Evaluation Period**” means the period with respect to the Evaluation between the Start Date and the End Date as listed on an Order Form, including any extensions Reltio authorizes in writing.
 - (d) “**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.
 - (e) “**Platform**” means the online, Software-as-a-Service platform made available by Reltio under an Order Form for evaluation purposes in conjunction with the Evaluation.
 - (f) “**Reltio Integration Hub Terms**” means the terms governing Customer's use of the Reltio Integration Hub Service in conjunction with the Evaluation, to the extent applicable.
 - (g) “**Services**” means access to the Platform, and related support or configuration services, if any, provided to Customer pursuant to an Order Form during the Evaluation Period.
 - (h) “**Test Data**” means all electronic data or information provided by or submitted by or on behalf of Customer to the Platform to be stored and processed by Reltio in conjunction with the Evaluation and during the Evaluation Period, and modifications to such data as a result of processing on the Platform. For the avoidance of doubt, Test Data does not include machine learning, know-how, statistics, or artificial intelligence Reltio may derive or develop in and as part of the Platform over the course of the Evaluation (“**AI**”), provided that such AI is anonymized and not to be traceable to Customer.
 - (i) “**Usage Data**” means anonymized trends and patterns Reltio derives in and as part of the Platform during the Evaluation, as well as statistical and other similar information Reltio and/or its licensors compile related to the performance, operation, and use of the Platform.
 - (j) “**Users**” means Customer’s or its Affiliate’s employees or contractors whom Customer authorizes during the Evaluation to use the Platform for Customer’s benefit, and who Customer (or Reltio at Customer’s direction) has supplied user identifications and passwords (“**User ID**”).
3. **Use for Customer Evaluation.** At any time during the Evaluation Period, Reltio will initiate the

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Evaluation. Reltio will provide access to the Platform at Customer's request. For such Customer Evaluation, Reltio hereby grants to Customer a limited, revocable, non-transferable, non-sublicensable, non-exclusive right during the Evaluation Period to Customer and its Users to access and use the Platform and Documentation solely for Customer's internal demonstration, evaluation, and testing purposes, and not for production or other commercial use.

4. **Reltio Integration Hub.** In the event Customer elects to include the Reltio Integration Hub powered by Workato, Inc. ("**Workato**"), in an Evaluation, the additional terms and conditions contained in Exhibit A, the Reltio Integration Hub Terms, shall apply and are hereby incorporated by reference into the Evaluation General Terms.
5. **Restrictions and Limitations.** In conjunction with any Evaluation, Customer shall not, nor permit its Affiliates or Users to: (i) use the Platform in a commercial or production environment or for any commercial purpose; (ii) allow any third party who is not a User to access the Platform; (iii) copy, decompile, reverse engineer, modify, alter, disassemble, or otherwise reconstruct or discover the Platform or Documentation, including its source code, or translate or create derivative works thereof; (iv) conduct benchmark or performance tests, or disclose the results of any such tests; (v) access the Platform or its output for the purpose of developing a competitive product or service; (vi) use the Platform to store or transmit content that is libelous, harassing, discriminatory, violent, obscene, or otherwise illegal including viruses or other malicious code, or in violation of a third-party's privacy, intellectual property, or other rights; (vii) access, attempt to access, or use the Platform other than through a validly assigned User ID; (viii) share a User ID with anyone other than the designated authorized User; (ix) attempt to gain access by unauthorized means to the Platform or related systems or networks (including Customer attempts to conduct penetration testing or other scans against Reltio systems without Reltio's prior written consent); or (x) remove, overprint, deface, obfuscate, or change any notice of confidentiality, copyright, trademark, logo, legend, or other notices of ownership or other rights from the Platform or Documentation. Reltio retains the right to set additional limitations on Customer's access to the Platform during the Evaluation Period, such as the maximum number of Users, limits on storage space, and limits on the volume of Test Data or types of records that may be processed during the test and evaluation of the Platform.
6. **Customer Obligations.** Customer is responsible at all times for the acts and omissions of its User's and its and their compliance with these Evaluation General Terms. As between the parties, Customer is solely responsible for, and represents and warrants that it has or will timely have when needed, all rights and third-party permissions, if any, necessary for Customer to transmit and deliver and/or Reltio to receive, transmit, process and store the Test Data on the Platform and otherwise for Customer to exercise its rights and obligations hereunder. Customer hereby grants to Reltio a non-exclusive, worldwide, royalty-free, non-revocable, and fully paid-up license to use, process, reproduce and store the Test Data during the Evaluation Period solely for the purpose of exercising its rights and obligations hereunder. Further, unless a separate written data processing or business associate agreement has been signed by the parties, Customer shall not provide any Test Data for storage, processing, or transmission in the Platform that consists of: (a) any protected health data under applicable law, such as defined in the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") as amended and supplemented; or (b) personal data or personally identifiable information such as data governed by the European Union General Data Protection Regulation ("**GDPR**"), the California Consumer Privacy Act ("**CCPA**") or other applicable data protection or privacy law. In addition, at no time will Customer provide any Test Data for storage, processing, or transmission in the Platform that consists of: (x) cardholder data that is subject to Payment Card Industry Data Security Standards ("**PCI-DSS**"); or (y) any information that may not lawfully be transferred to, stored, or processed by Reltio.
7. **Security.** Reltio will comply with its Data Security Policy posted at <https://www.reltio.com/trust/security/> which is incorporated herein in full by reference. 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. During a Customer Evaluation, Customer will take and maintain appropriate security, protection, and backup actions with

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respect to Test Data and access to the Platform, including, without limitation, the security of account passwords issued to its Users, and the use of appropriate encryption technology. Reltio is not responsible for any data loss or unauthorized access caused by Customer's failure to follow appropriate security standards.

8. **Proprietary Rights.** Except for the limited licenses if expressly granted under Section 3 (Use for Customer Evaluation) above, Reltio retains all right, title, and interest in and to the Platform and Services, including, without limitation, all Intellectual Property Rights. Except for the limited licenses expressly granted under Section 6 (Customer Obligations) above, Customer retains all right, title and interest in and to Test Data, including without limitation all Intellectual Property Rights. Reltio and its licensor will own and retain all right, title, and interest in and to the Usage Data and may use Usage Data during and after the Evaluation Period for the purposes of implementing, operating, maintaining, analyzing, and improving the Platform and/or Services as well as fulfilling its obligations hereunder, provided, however that Reltio and its licensor will not disclose to any third party any Usage Data in a manner that identifies Customer.
9. **Equipment and Facilities.** Customer is responsible for supplying all equipment and third-party software and services necessary for Customer to access and use the Platform for a Customer Evaluation during the Evaluation Period, including, without limitation, maintaining adequate internet connectivity to access the Platform and other Services.
10. **Technical Support Services.** Reltio will not be obligated to provide Customer with technical support services or maintenance, including new releases, enhancements, or updates of the Platform during the Evaluation Period. No Service Level Agreement ("SLA") will be applicable to the Platform or Services provided under an Order Form.
11. **Term.** Unless earlier terminated as provided in an Order Form, these Evaluation General Terms will continue in force until the later of (i) the End Date specified on such Order Form, as may be extended in writing by Reltio, (ii) the Test Data has been returned to Customer and/or deleted by Reltio, or (iii) all Order Forms subject to these Evaluation General Terms have expired or been terminated.
12. **Effects of Termination.** Upon the expiration or termination of an Order Form for any reason, all licenses and access rights granted under these Evaluation General Terms shall be terminated. Unless Customer has entered into a mutually agreed Platform Subscription Agreement with Reltio for use in production, Customer shall immediately cease any use of the Platform. For a Customer Evaluation, if Customer fails to retrieve its Test Data prior to the termination or expiration of the Agreement, Customer will have a 30-day period to access its account and download or export its Test Data. Unless otherwise agreed by the parties in writing, after such 30-day period Reltio shall have no obligation to maintain or provide any of Test Data and shall thereafter, unless legally prohibited, delete all Test Data in Reltio systems or otherwise in Reltio's possession or under Reltio's control. Each party shall either promptly return all copies of the other party's Confidential Information or certify that it has destroyed all copies of such Confidential Information in its possession or control other than records kept solely for backup or archival purposes, or as may be required by law. Any provisions of an Order Form containing restrictions, warranties and warranty disclaimers, confidentiality obligations, limitations of liability, and any provision of an Order Form which, by its nature, is intended to survive shall remain in effect following any termination or expiration of an Order Form.
13. **Confidential Information.** The parties have previously entered into an applicable mutual non-disclosure agreement for the protection of confidential information ("NDA"), the terms and conditions of such NDA are incorporated herein by reference; provided, however, that in the event and to the extent of a conflict between the terms and conditions of the NDA and these Evaluation General Terms, the terms and conditions of these Evaluation General Terms regarding a party's confidentiality obligations and liabilities shall govern.
14. **Feedback.** Customer hereby grants to Reltio a royalty-free, worldwide, irrevocable, transferable and

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sublicensable, perpetual, non-exclusive license to use, disclose, license, reproduce, exploit, and incorporate into the Platform or other Reltio services any suggestions, enhancement requests, recommendations, or other feedback provided by Customer and/or its Users relating to the Platform, or relating to other Reltio services or offerings, provided that the foregoing shall not apply to Test Data.

15. Warranty Disclaimer. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE USE OF THE PLATFORM AND SERVICES UNDER THESE EVALUATION GENERAL TERMS AND/OR ORDER FORM IS FOR EVALUATION PURPOSES ONLY AND AT CUSTOMER'S OWN RISK. THE PLATFORM AND ANY SERVICES ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTY OF ANY KIND. RELTIO EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD-PARTY RIGHTS. RELTIO DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PLATFORM WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR- FREE, OR THAT DEFECTS IN THE PLATFORM WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY RELTIO OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO CUSTOMER.

16. Limitation of Liability.

- (a) Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY, HEREUNDER OR OTHERWISE UNDER APPLICABLE LAW, 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 THESE EVALUATION GENERAL TERMS AND/OR ORDER FORM AND ANY SERVICES PROVIDED PURSUANT TO THESE EVALUATION GENERAL TERMS AND/OR ORDER FORM. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.
- (b) Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER PARTY OR ANY THIRD PARTY, HEREUNDER OR OTHERWISE UNDER APPLICABLE LAW, ARISING OUT OF OR RELATING TO THE EVALUATION AND ANY SERVICES PROVIDED PURSUANT TO THESE EVALUATION GENERAL TERMS AND/OR ORDER FORM, WHETHER IN CONTRACT, NEGLIGENCE, OTHER TORT, OR UNDER ANY OTHER THEORY OF LIABILITY EXCEED ONE THOUSAND DOLLARS (\$1,000).
- (c) Application. THE PARTIES AGREE THAT THESE LIMITATIONS SHALL SUPERSEDE THOSE OF ANY PRIOR AGREEMENT BETWEEN THE PARTIES (INCLUDING BUT NOT LIMITED TO ANY NDA) AND WILL APPLY EVEN IF THESE EVALUATION GENERAL TERMS AND/OR ORDER FORM OR ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE SECTIONS ON LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES ALLOCATE THE RISKS IN THESE EVALUATION GENERAL TERMS AND/OR ORDER FORM BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

17. Government Rights. The Platform under an Order Form is "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

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U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms and an Order Form 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 an Order Form as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement and its successors.

- 18. Export.** The Platform provided by or for Reltio and any other technology Reltio makes available under this 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.

19. General Provisions.

- (a) All notices permitted or required under these Evaluation General Terms and/or an Order Form shall be in writing and shall be delivered by email, personal delivery, overnight courier, or by certified or registered mail, return receipt requested, and shall be deemed given upon receipt. Notices to Reltio shall be addressed to as follows: Legal Department, Reltio, Inc., 100 Marine Parkway, Suite 275, Redwood Shores CA 94065, U.S.A., or by email to legal@reltio.com; and to Customer at the address provided on an Order Form (or such other address as either party may specify in writing).
- (b) Customer shall not assign these Evaluation General Terms and/or Order Form or transfer any of the rights, duties, or obligations arising hereunder without the prior written consent of Reltio. These Evaluation General Terms and/or Order Form shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties thereto.
- (c) These Evaluation General Terms and Order Form will be governed by and construed according to the laws of California, without regard to that body of law controlling conflicts of law. In the event of any dispute or claim arising out of or relating to these Evaluation General Terms, the parties hereby submit to the exclusive jurisdiction of the federal and state courts located in Santa Clara County, California, as applicable.
- (d) These Evaluation General Terms may be amended or supplemented only by a writing that refers explicitly to these Evaluation General Terms and that is signed on behalf of both parties. Additionally, these Evaluation General Terms may be amended or supplemented only by a writing that is signed on behalf of both parties. No waiver will be effective unless in a writing signed on behalf of the party against whom the waiver is asserted. If any part of these Evaluation General Terms and/or an Order Form is found invalid or unenforceable that part will be enforced to the maximum extent permitted by law and the remainder of the Evaluation General Terms and/or Order Form will remain in full force. If any provision of these Evaluation General Terms and/or an Order Form 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 these Evaluation General Terms and/or such Order Form shall remain in effect.
- (e) Nothing contained herein shall be construed as creating an agency, partnership, or other form of joint enterprise between the parties.

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- (f) The Order Form, together with these Evaluation General Terms, represents the entire agreement between the parties relating to its subject matter and supersedes all prior and/or contemporaneous representations, discussions, negotiations and agreements, whether written or oral.

EXHIBIT A

RELTIO INTEGRATION HUB TERMS

1. Background.

The Reltio Integration Hub provides a hosted platform designed to connect applications and automate workflows and offers the following features: (a) “**Recipes**”, which mean a set of commands to the Reltio Integration Hub that request the Reltio Integration Hub to carry out certain actions across software applications based on the occurrence of a designated trigger event; and (b) “**Connectors**”, which allow the transfer of data between software applications through the Reltio Integration Hub by using software scripts or application programming interfaces (“**APIs**”). For the purposes of the Evaluation General Terms, the Reltio Integration Hub may only be used to integrate applications with Reltio. Reltio must be a source, destination or an included system in any Recipe.

2. Use of Recipes and Connectors.

During the Evaluation Period, Reltio and its licensor, Workato, grant to Customer a non-exclusive license to make, use, and share Recipes and Connectors that integrate Customer’s application to Reltio, meaning that Reltio must be a source, destination or and included system in any integration. Recipes and Connectors created by Customer are private by default; only Customer has access to such Recipes and Connectors. Neither Reltio nor its licensor will resell or reuse any private Recipe or any private Connector created by Customer. Customer can decide (at its own discretion) to share the private Recipes and private Connectors with other Reltio Integration Hub users by marking them “public”. In such case, Customer grants Reltio and its licensor an irrevocable, perpetual, transferable, sublicensable, and worldwide license under any rights Customer owns in those Recipes and Connectors that are marked public, to view, use, copy, modify, and distribute those Recipes and Connectors and those Recipes and Connectors will become part of the broader community of Recipes and Connectors. Customer agrees that it will not assert any claim or prosecute any action against Reltio, its licensor, or any of Reltio’s or its licensor’s users for infringement or misappropriation of any Recipes or Connectors which are similar to, or the same as, any Recipes and Connectors created by Customer on the Reltio Integration Hub, provided that such Recipes or Connectors to not contain any Test Data.