



RELTIO DEMONSTRATION AND EVALUATION GENERAL TERMS AND CONDITIONS

Last updated on **January 6, 2021** (previous versions: www.reltio.com/reltio-legacy-terms-and-conditions)

These Reltio Demonstration and Evaluation General Terms and Conditions (these “General Terms”) are between Reltio, Inc., a Delaware corporation, (“Reltio”) and the customer identified on the Demonstration and Evaluation Order Form (“Customer”).

- 1. Reltio Demonstration and Evaluation Order Form.** Reltio may agree to provide either a Reltio Demonstration or Customer Evaluation, as more particularly described in a Demonstration and Evaluation Order Form (each an “Order Form”) that may be entered into from time to time between the parties. Each Order Form shall describe the applicable Services, and other appropriate terms and conditions, as applicable. These General Terms shall govern each Order Form and shall be incorporated by reference in such Order Form. In the event of any conflict between these General Terms and an Order Form, the provisions of the Order Form shall prevail, but only with respect to the Services under that Order Form. No Order Form shall be effective until it is executed by both parties.
- 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 as posted by Reltio at <https://docs.reltio.com/> and updated from time to time, and as made available within the SaaS Platform.
 - (c) “Evaluation Period” means the period between the Start Date and the End Date as listed on an Order Form, including any extensions authorized by Reltio 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) “SaaS Platform” means the online, Software-as-a-Service applications and platform made available by Reltio under an Order Form for demonstration or evaluation purposes.
 - (f) “Services” means the provision of access to the SaaS Platform, and related support or configuration services, if any, provided to Customer pursuant to an Order Form during the Evaluation Period.
 - (g) “Test Data” means all electronic data or information submitted by or on behalf of Customer to the SaaS Platform to be stored and processed during the Evaluation Period and modifications to such data as a result of processing on the SaaS Platform. For the avoidance of doubt, Test Data does not include machine learning, know-how, statistics, or artificial intelligence developed by Reltio in and as part of the SaaS Platform during its normal operation (“AI”), provided that such AI is completely anonymized and cannot be traced back to Test Data or to Customer in any manner.
 - (h) “Users” means individual natural persons who are employees or contractors of Customer or of Customer’s Affiliates authorized by Customer to use the SaaS Platform, and who have been supplied user identifications and passwords by Customer (or by Reltio at Customer’s request). For the avoidance of doubt, Customer remains responsible to Reltio for all acts or omissions of all Users in relation to these General Terms.
- 3. Use for Reltio Demonstration or Customer Evaluation.** If Customer has been approved by Reltio for Customer’s own access and use of the SaaS Platform under the terms of an Order Form (a “Customer Evaluation”) on the Start Date, it will be indicated on the Order Form as “Eval” after “Customer Evaluation or Reltio Demo.” At any time during the term of an Order Form Reltio may approve the start of a Customer Evaluation by providing such access to Customer at Customer’s request. In all other instances, an Order Form will not authorize Customer’s direct access or use of the SaaS Platform, but instead will govern Reltio’s demonstration of the SaaS Platform using Test Data provided by Customer (a “Reltio Demonstration”). Clauses under an Order Form that

are not restricted to either Customer Evaluation or Reltio Demonstration apply to all activity under the Order Form.

4. **Access and Use SaaS Platform for Customer Evaluation.** Subject to the terms and conditions of an Order Form, if Customer has been approved for access and use of the SaaS Platform under an Order Form for a Customer Evaluation and provided access by Reltio, Reltio hereby grants to Customer a limited, revocable, non-transferable, non-exclusive right to permit its Users to access and use the SaaS Platform and Documentation solely for Customer's internal demonstration, evaluation, and testing purposes, and not for production or other commercial use, during the Evaluation Period. The Evaluation Period may be extended with written approval from Reltio.
5. **Restrictions and Limitations.** Customer shall not, nor permit its Users to: (i) allow any third party who is not a User to access the SaaS Platform; (ii) decompile, reverse engineer, disassemble or otherwise attempt to reconstruct or discover the source code of the SaaS Platform or any part of it; (iii) create unauthorized copies of any portion of the SaaS Platform or make any unauthorized modifications to the SaaS Platform; (iv) conduct benchmark or performance tests, or disclose the results of any such tests; (v) access the SaaS Platform or its output for the purpose of developing a competitive product or service; (vi) use the SaaS Platform to store or transmit infringing, libelous, obscene, or otherwise illegal content including viruses or other malicious code; or (vii) attempt to gain access by unauthorized means to the SaaS Platform or related systems or networks (including Customer attempts to conduct penetration testing against Reltio systems without Reltio's prior written consent). Reltio retains the right to set additional limitations for the SaaS 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 or demonstration of the SaaS Platform.
6. **Customer Obligations.** 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 Reltio to receive, transmit, process, and store the Test Data on the SaaS Platform and otherwise exercise its rights and obligations under an Order Form. Customer hereby grants to Reltio a non-exclusive, worldwide, royalty-free, revocable, and fully paid license to use, process, reproduce and store the Test Data during the Evaluation Period solely for the purpose of exercising its rights and obligations under an Order Form. 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 SaaS 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) personally identifiable information ("PII") such as data governed by the European Union General Data Protection Regulation ("GDPR") or the California Consumer Privacy Act ("CCPA"). In addition, at no time will Customer provide any Test Data for storage, processing, or transmission in the SaaS 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 as posted at <https://www.reltio.com/reltio-data-security-policy/> incorporated herein 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. Customer, together with Reltio, will use commercially reasonable efforts to properly configure and use the SaaS Platform so that it is suitable for a Customer Evaluation or Reltio Demonstration as applicable. During a Customer Evaluation, Customer will take and maintain appropriate security, protection, and backup actions with respect to Test Data and access to the SaaS 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 Reltio Demonstration or Customer Evaluation) above, Reltio retains all right, title, and interest in and to the SaaS 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.

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 SaaS Platform for a Customer Evaluation during the Evaluation Period, including, without limitation, maintaining **adequate** internet connectivity to access the SaaS 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 SaaS Platform during the Evaluation Period. No Service Level Agreement (“SLA”) will be applicable to the SaaS Platform provided under an Order Form.
11. **Term.** Unless earlier terminated as provided in an Order Form, these General Terms are effective as of the Start Date of an Order Form and will continue in force until the later of (i) the End Date specified on such Order Form as it may be extended in writing by Reltio at Customer’s request, (ii) the Test Data has been returned to Customer and/or deleted by Reltio from its systems and any Customer Evaluation and Reltio Demonstration under the Order Form has ceased, or (iii) all Order Forms subject to these 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 General Terms pursuant to such Order Form shall be terminated. Unless Customer has entered into a mutually agreed SaaS Platform Subscription Agreement with Reltio for use in production, Customer shall immediately cease any use of the SaaS Platform. For a Customer Evaluation, if Customer fails to retrieve its Customer 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 Customer 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 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. 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.** If 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 that in the event of a conflict between the other terms and conditions of an Order Form and the NDA, the other terms and conditions of an Order Form shall govern and control the subject matter of an Order Form. If the parties are not parties to such an NDA, the following provisions of this Section 13 (Confidential Information) apply.
 - (a) 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, without limitation, the SaaS Platform and Services. Customer Confidential Information shall include, without limitation, the Test Data. Confidential Information of each party shall also include 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 (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) 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, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information as evidenced by the Receiving Party’s written records.

- (b) The Receiving Party shall use the same degree of care with Disclosing Party's Confidential Information that the Receiving Party 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 an Order Form, 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 an Order Form and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.
 - (c) 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.
- 14. Feedback.** Customer hereby grants to Reltio a royalty-free, worldwide, irrevocable, perpetual, non-exclusive license to use and commercially exploit any suggestions, enhancement requests, recommendations, or other feedback relating to the SaaS Platform, or relating to other Reltio services or offerings, provided by Customer or any of its Users during the Evaluation Period.
- 15. Warranty Disclaimer.** CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE USE OF THE SAAS PLATFORM AND SERVICES UNDER AN ORDER FORM IS FOR DEMONSTRATION AND EVALUATION PURPOSES ONLY AND AT CUSTOMER'S OWN RISK. THE SAAS 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 SAAS PLATFORM WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE SAAS PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SAAS 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 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 AN ORDER FORM AND ANY SERVICES PROVIDED PURSUANT TO AN 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 ARISING OUT OF OR RELATING TO AN ORDER FORM AND ANY SERVICES PROVIDED PURSUANT TO AN 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 NDA AND WILL APPLY EVEN IF AN 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 AN ORDER FORM BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

- 17. Government Rights.** The SaaS 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 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.** Customer acknowledges that the laws and regulations of the United States may restrict the export and re-export of certain commodities and technical data of United States origin, including the SaaS Platform. Customer agrees that it will not export or re-export the SaaS Platform without the appropriate United States or foreign government licenses, if any, required by applicable law.
- 19. General Provisions.**
- (a) All notices permitted or required under these an Order Form shall be in writing and shall be delivered by 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., 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 an Order Form or transfer any of the rights, duties, or obligations arising under an Order Form without the prior written consent of Reltio. An Order Form shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties thereto.
 - (c) An 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 an Order Form, the parties hereby submit to the exclusive jurisdiction of the federal and state courts located in Santa Clara County, California, as applicable.
 - (d) An Order Form may be amended or supplemented only by a writing that refers explicitly to these General Terms and 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 an Order Form is found invalid or unenforceable that part will be enforced to the maximum extent permitted by law and the remainder of an Order Form will remain in full force.
 - (e) Nothing contained herein shall be construed as creating an agency, partnership, or other form of joint enterprise between the parties.
 - (f) An Order Form 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.