# Reltio Resell Customer SaaS Platform Subscription General Terms and Conditions

Last updated on January 1, 2023 (previous versions: www.reltio.com/reltio-legacy-terms-and-conditions)

These Reltio Resell Customer SaaS Platform Subscription General 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**") provided by Reltio, Inc. ("**Reltio**") via Reseller (defined below). Customer's purchase of a subscription for certain SaaS services from Reseller constitutes Customer's acceptance of these General Terms.

## 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, and Order Forms, and any amendments to the foregoing executed by authorized representatives of the parties. In the event of a conflict between other provisions of these General Terms and an Order Form, the provisions of these General Terms will govern and control, but only with respect to the services provided under that Order Form. 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. Notwithstanding any language to the contrary therein nor any requirement of affirmative acceptance, no term, condition or provision of any purchase order, invoice, registration portal, 'click-through' form, or other administrative document or procedure issued by a party in connection to this Agreement will be deemed to affect, modify, alter, or expand the rights, duties, or obligations of the parties hereunder, or otherwise modify the Agreement, regardless of any failure of a party to refute or object to such term, condition or provision.

"**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 these General Terms, 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 Usage Data.

"**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.

"**Order Form**" means the online or paper ordering document or other document between Customer and Reseller specifying the relevant Services ordered and purchased by Customer from the Reseller. In the event of a conflict related to the Services purchased, service terms, product details or descriptions or any applicable license and/or subscription terms between an Order Form and these General Terms, these General Terms will control.

"**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 this Agreement via http://www.reltio.com which may be updated from time-to-time (such updates referred to collectively as "**Revisions**").

"**Reseller**" means an entity that has contracted with Reltio or one of Reltio's authorized distributors to resell Reltio Services and with which Customer has contracted directly to purchase applicable Reltio Services.

**"Reltio Integration Hub Terms"** means the terms governing Customer's use of the Reltio Integration Hub Service, to the extent applicable, as set forth in Exhibit A.

**"Reltio Proprietary Works"** means all software, technology, processes, documentation, deliverables and materials created, developed, or provided by Reltio, including without limitation, all materials created in the performance of Professional Services.

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

**"SLA" or "Service Level Agreement"** means Reltio's Service Level Agreement posted at [www.reltio.com/sla](www.reltio.com/sla), incorporated by reference.

"**Third-Party Applications**" means third-party software applications or services (such as Amazon Web Services, and Salesforce) that are provided by entities or individuals other than Reltio which interoperate with the Platform.

"**Third-Party Data Feeds**" means data provided by a third party that is either (i) licensed directly from the third party by Customer or (ii) included as a pre-integrated data feed by Reltio.

**"Usage Data"** means anonymized trends and patterns derived by Reltio in and as part of the Platform during its normal operation as well as statistical and other similar information compiled by Reltio and/or its licensors related to the performance, operation, and use of the Platform.

**"Usage Limitations"** include those limitations on Customer's use of the Platform as stated in Section 2.3 (Usage Limitations) and the applicable Order Form, 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, who are authorized by Customer to use the Platform for Customer's benefit, and who have been supplied user identifications and passwords ("**User ID**") by Customer (or by Reltio at Customer's direction). 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 these General Terms, 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 solely for Customer's internal business purposes during the subscription term(s) specified in the applicable Order Form(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, Affiliates, or anyone under its control to: (a) resell, transfer, make available, or allow access to or use of the Platform, Services, or Documentation or any part thereof, directly or indirectly, to or by any person who is not a User or for the benefit of any third party other than an Affiliate or Customer; (b) copy, 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 the Documentation or make any unauthorized modifications or alterations to the Platform including translating or creating derivative works; (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 content that is infringing, libelous, obscene, harassing, discriminatory, violent, or otherwise illegal including Malicious Code, or in violation of a third-party's privacy, intellectual property, or other rights; (g) access, attempt to access, or use the Platform other than through a validly assigned User ID; (h) share a User ID with anyone other than the designated authorized User; (i) 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 (j) 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.

**2.3. Usage Limitations**. The Platform is subject to other limitations as stated in the Documentation, and as stated in the Order Form, 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 an Order Form (an "**Overage**"), Customer will be invoiced for such Overage based on applicable pricing specified in the Order Form and/or www.reltio.com/entitlements. Reltio reserves the right to revise its Documentation and/or www.reltio.com/entitlements, including Overage pricing, from time-to-time.

**2.4. Usage Data**. 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 Term 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.

**2.5. Customer Responsibilities.**

(a) Customer shall: (i) be responsible for its Users' compliance with this 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 this 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 this Agreement; and (v) use the Platform only in accordance with the Documentation and applicable law.

(b) If Customer intends to 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; or (ii) data governed by the European Union General Data Protection Regulation ("**GDPR**"), the parties shall expressly provide for such use in an applicable Order Form. Customer shall not, in any case, use the Platform to store, reproduce, process, or transmit: (I) cardholder data that is subject to Payment Card Industry Data Security Standards ("**PCI-DSS**"); or (II) any information that may not lawfully be transferred to, stored, reproduced, or processed by Reltio under this Agreement.

(c) Reltio is providing the Services to Customer in China, the additional terms and conditions set forth in Exhibit B shall apply.

## 3. SUPPORT SERVICES AND SLA

**3.1 Support Services**. Support services for the Platform will be provided by Reseller and Customer must contact Reseller for any support service inquiries.

**3.2 Service Level Agreement.** Reltio's SLA will apply to the operation of the Platform under the Agreement. In order to receive a Service Credit under the SLA for which Customer is eligible, Customer must claim the Service Credit in writing by e-mail to Reseller within thirty (30) days after the end of the month for which the Service Credit is claimed.

## 4. PROTECTION OF CUSTOMER DATA

**4.1 Reltio Protection of Customer Data**. 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 4.3 (Permitted Disclosures), or (c) access Customer Data except to provide the Platform or other Services under this 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.

**4.2 Third-Party Data Feeds.** 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.

**4.3  Permitted Disclosures.** Customer agrees that Reltio may disclose Customer Data as follows: (a) when compelled by law in accordance with Section 7.3 (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 this 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 this Agreement.

**4.4    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 this 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/or 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. PROPRIETARY RIGHTS

**6.1  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 and Reltio Proprietary Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

**6.2  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 this Agreement. Subject to the above, Reltio acquires no right, title or interest from Customer or its licensors under this Agreement in or to such applications or program code, including any Intellectual Property Rights therein.

**6.3  Customer Data**. As between the parties, Customer owns all Intellectual Property Rights in and to the 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 this 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 this Agreement in or to Customer Data, or Customer Applications including any Intellectual Property Rights therein.

**6.4  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 this Agreement.

**6.5  Feedback**. In the event that Customer provides Feedback to Reltio, Customer hereby grants to Reltio a royalty-free, worldwide, irrevocable, perpetual 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 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.

**6.6  U.S. Government Rights Clauses; Export Compliance**. The Platform under this 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 this 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 this 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 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.

## 7. CONFIDENTIALITY

**7.1  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 and Customer Applications.  Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, trade secrets, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that the Receiving Party can demonstrate (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.

**7.2  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 this 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 and conditions of this Agreement or any Order Form 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.

**7.3  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.

**7.4 Equitable Relief**.  A party's breach of its confidentiality obligations hereunder may cause the aggrieved party to suffer irreparable harm in an amount not easily ascertained. The parties agree that, upon any actual or threatened breach of a party's confidentiality obligations hereunder, the aggrieved party will be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law.

## 8. WARRANTIES AND DISCLAIMERS

**8.1  Reltio  Warranties**. Subject to Section 8.2 (Exclusion from Warranties), Reltio warrants that (a) Reltio has validly entered into this Agreement and has the legal power to do so, (b) the Platform shall perform materially in accordance with the Documentation, this Agreement and any specifications or descriptions set forth in the applicable Order Form, (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 11.3 (Termination for Cause) and Section 11.4 (Refund or Payment upon Termination) below.

**8.2  Exclusion from Warranties.** The warranties in Sections 8.1(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 this 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".

**8.3  Customer Warranties**. Customer warrants that (a) Customer has validly entered into this Agreement and has the legal power to do so, including the rights granted by it under the Agreement, (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 this Agreement and performance of its obligations hereunder will not violate or conflict with any other agreement or obligations to which Customer is bound.

**8.4  Disclaimer**. EXCEPT AS EXPRESSLY PROVIDED HEREIN CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, THE RISK OF ANY USE CUSTOMER MAKES OF THE SERVICES IS CUSTOMER'S OWN, AND, 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, TITLE, NON-INFRINGEMENT, THE SERVICES WILL BE ERROR OR DEFECT FREE, OR UNINTERRUPTED DURING THE TERM OF USE TO THE MAXIMUM EXTENT PERMITTED BY

APPLICABLE LAW. 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.

## 9. INDEMNIFICATION

**9.1  Indemnification by Reltio**. Reltio shall defend, indemnify, and hold harmless 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.  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 8.1 (Reltio Warranties) above, (ii) obtain a license for Customer's continued use of the Platform in accordance with this 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 9.2 (Indemnification by Customer) below.

**9.2  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 this 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.  The indemnification obligations hereunder shall not apply to claims to the extent Reltio is to provide indemnification under Section 9.1 (Indemnification by Reltio) above.

**9.3  Mechanics of Indemnity.**  The parties' indemnity obligations are contingent on the indemnified party giving the indemnifying party prompt written notice of a claim, provided, however, that failure of a party to give prompt notice shall not relieve the indemnifying party from its obligations under this Agreement unless the indemnifying party's ability to defend or the defense is materially prejudiced by such failure. Upon receipt of notice of a claim from an indemnified party, the indemnifying party shall, at its sole cost and expense, assume the defense thereof by representatives chosen by it.  The indemnifying party shall have the right to negotiate a settlement of the claim, subject only to the indemnified party's prior written consent to the extent such settlement does not fully release the indemnified party. The indemnified party shall provide the indemnifying party with reasonable assistance, at the indemnifying party's expense.

**9.4  Exclusive Remedy**. This Section 9 (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.

## 10. LIMITATION OF LIABILITY

**10.5. 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 LOST 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 OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

**10.6. Limitation of Liability**. IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY SERVICES PROVIDED PURSUANT TO THIS 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 ("**LIABILITY LIMIT**").

## 11. TERM AND TERMINATION

**11.1 Term of Agreement.** This Agreement commences on the start date of the applicable subscription on an Order Form and continues until such subscription has expired or been terminated in accordance with this Agreement.

**11.2 Term of Purchased User Subscriptions and Renewals**. Platform subscriptions purchased by Customer commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein (the "**Initial Term**"). Unless otherwise specified in the applicable Order Form or either party gives written notice of its intent to not renew to the other party at least sixty (60) days prior to the end of the Initial Term, the subscription term will automatically renew on the same terms and for the same period as the initial subscription term ("**Renewal Term**"). Pricing for the Renewal Term will not increase by more than the greater of (a) percentage increase in the Consumer Price Index, All Urban Consumers U.S. City Average (CPI-U) for the prior 12-month period, and (b) nine percent (9%) applied to the rates charged during the last year of the Initial Term for the same services (including quantity) renewed from the Initial Term. Only one Renewal Term is permitted per Order Form.

**11.3 Termination for Cause**. Either party may terminate this Agreement or any Order Form 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; 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. Termination of this Agreement immediately terminates all Order Forms

**11.4 Refund or Payment upon Termination**. Upon any termination for cause by Customer, Customer may seek a refund of any prepaid fees covering the remainder of the term of all terminated subscriptions after the effective date of termination from Reseller. Upon any termination for cause by Reltio, Customer shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination to Reseller. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Reseller for the period prior to the effective date of termination.

**11.5 Effect of Termination and Return of Customer Data**. Upon the effective date of expiration or termination of this Agreement or any applicable subscription term, Customer shall immediately cease any further use of the Platform. If Customer fails to retrieve its Customer Data prior to the termination or expiration of this 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.

**11.6 Surviving Provisions**. Section 6 (Proprietary Rights), 7 (Confidentiality), 8.4 (Disclaimer), 9 (Indemnification), 10 (Limitation of Liability), 11.4 (Refund or Payment upon Termination), 11.4 (Effect of Termination and Return of Customer Data), 12 (Notices), 13 (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.

## 12. NOTICES

**12.1  General**. Notices under the Agreement shall be sent to:

(a) Reltio at 100 Marine Parkway, Suite 274; Redwood Shores, CA 94065, Attn: Legal Department; cc: legal@reltio.com; and

(b) Customer at the address listed on the Order Form,

in each case, as may be updated by a party from time-to-time by written notice.

**12.2  Manner of Giving Notice**. Except as otherwise specified in this 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, postage prepaid, by registered or certified mail, return receipt requested, (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).

## 13  GENERAL PROVISIONS

**13.1  Governing Law; Venue.** This 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 this Agreement, the parties hereby submit to the exclusive jurisdiction of the federal and state courts located in Santa Clara County, California, as applicable. This 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 this Agreement.

**13.2  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 this 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 reasonable efforts to promptly notify Reltio's Legal Department (legal@reltio.com).

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

**13.4  Customer Marks, Publicity**. Subject to the terms and conditions of this Agreement, Customer grants to Reltio a limited, nonexclusive, non-sublicensable, revocable, non- transferable, worldwide, royalty-free license to use Customer's name and logo ("**Customer Mark**") during and after the Term of this Agreement, in accordance with Customer's guidelines as provided to Reltio, for the purpose of listing the Customer Mark on Reltio customer lists, in Reltio's marketing material and/or presentations, on Reltio's website.  In addition, during the Term, Customer will cooperate with Reltio in good faith to develop a mutually agreed upon press release; participation in reference calls; and a case study regarding Customer's selection, implementation, and/or use of the Platform.

**13.5  No Third-Party Beneficiaries**. Except as provided in the Reltio Integration Hub Terms, if applicable, there are no third-party beneficiaries to this Agreement.

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

**13.7  Severability**. If any provision of this 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 this Agreement shall remain in effect.

**13.8  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 this Agreement as if Reltio, not the Subcontractors, were performing.

**13.9  Force Majeure**. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement, except with respect to the obligations related to payment of fees and other charges by Customer under this Agreement, if the Platform remains available, including any Order Form 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.

**13.10 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 this Agreement in its entirety (including all Order Forms), 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 this Agreement in its entirety. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**13.11  Entire Agreement**. This Agreement together with all applicable exhibits, addenda and attachments, Reltio Integration Hub Terms, Order Forms, and any mutually signed special data handling agreements applicable to the Services, such as a Business Associate Agreement or a Data Processing 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. Notwithstanding any language to the contrary therein nor any requirement of affirmative acceptance, no term, condition or provision of any purchase order, invoice, registration portal, 'click-through' form, or other administrative document or procedure issued by Customer or any third party to Reltio in connection to this Agreement will be deemed to affect, modify, alter or expand the rights, duties or obligations of the parties hereunder, or otherwise modify the Agreement, regardless of any failure of Reltio to refute or object to such term, condition or provision.

**EXHIBIT A**
**Reltio Integration Hub**

In the event Customer elects to subscribe to the Reltio Integration Hub as part of the Services offered by Reltio, these additional terms shall apply ("Reltio Integration Hub Terms") and are hereby incorporated by reference into the Agreement.

1.      Background.

The Reltio Integration Hub provides a hosted Services that is designed to connect applications and automate workflows. The Reltio Integration Hub also 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 Agreement, the Reltio Integration Hub may only be used to integrate applications with Reltio, meaning that Reltio must be a source, destination or an included system in any Recipe.

2.      Use of Recipes and Connectors.

Recipes and Connectors. (i) During the Term of the subscription, subject to these Reltio Integration Hub Terms, Reltio and its licensor 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; (ii) Recipes and Connectors created by Customer are private by default, which means that only Customer has access to such Recipes and Connectors in its account and that neither Reltio nor its licensor will resell or reuse any private Recipe or any private Connector created by Customer; (iii) 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", and 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; (iv) Customer agrees that it will not assert any claim or prosecute any action against Reltio or its licensor  or any of Reltio 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 do not contain any Customer Data.

# EXHIBIT B
## Terms and Conditions for the Provision of Services in China

1.　　Customer warrants that Reltio's use of all data provided by Customer to Reltio for the purposes set forth in this Agreement will not infringe the intellectual property rights, nor violate any privacy, publicity or other rights, of any third party. Customer shall indemnify, defend and hold Reltio harmless from and against any losses, damages, costs, liabilities and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim that the use of such data infringes or violates the rights of any third party. If any such action or claim is asserted, then Reltio will promptly notify and reasonably cooperate with the instructions of Customer. This indemnity obligation will survive the termination of this Agreement.

2.　　As between both parties, Customer agrees that the proper handling of all data, in whatever format derived or compiled by the use of the Platform, is the sole responsibility of Customer. Customer also agrees that it is entirely responsible for all content, data and materials it supplies to Reltio or makes available via or uploads to the Platform, and Customer shall at all times remain solely and independently responsible to determine whether Customer has been afforded adequate legal rights (including but not limited to providing any required notices and obtaining any required consents) in connection with the use of such content, data and materials, and to ensure that such content, data and materials, and any proposed use thereof, complies with all applicable laws and regulations, including but not limited to those governing the personal information protection and data security, in particular, those related to the health care data.

3.　　Until Customer has obtained relevant approvals or authorizations that may be required under applicable laws and regulations, Customer acknowledges and agrees that it will not supply Reltio with any confidential, proprietary or regulated data, financial information, trade secrets, privileged materials or software, or any sensitive data, including but not limited to patient health information, population health information (including electronic health records, electronic medical records and population health statistic information collected or compiled by hospitals and other medical service institutions), any data that is produced in the process of illness treatment and health management and that is relevant to health and healthcare, and human genetic resources data, except as expressly included in an applicable Order Form.

4.　　Where Customer provides any data (including but not limited to personal information) to Reltio under this Agreement, Customer shall handle the data in accordance with all applicable laws and regulations. In addition to the requirements specified under the Agreement, in particular, Customer shall at all times ensure that:
　　(a)　　Customer has obtained proper and full authorization from China customers and/or data subjects (if applicable) for providing and transferring relevant data to Reltio;
　　(b)　　Customer has complied with the requirements for transferring any personal information and other data to Reltio, including completing government procedures that may be required under applicable laws and regulations;
　　(c)　　Customer has complied with all compliance requirements governing the collection, use and transfer of the data used in connection with the Services under this Agreement;
　　(d)　　Customer has adopted security measures in a manner that confirms with applicable laws and regulations regarding the safekeeping of all data in relation to the Services;
　　(e)　　Customer will provide necessary cooperation and support so that Reltio is enabled to receive relevant data from Customer in accordance with applicable laws and regulations.

5.　　Reltio shall process Customer's Personal Data collected in Mainland China under this Agreement within Mainland China. If it is necessary for Reltio to process or access Customer's Personal Data outside Mainland China for business purposes, Reltio shall obtain written permission from Customer, provided that, however, Customer shall be responsible for obtaining any end-user consents and performing any government procedures and/or securing any governmental certifications or approvals required under China data protection and/or information security laws and regulations regarding China cross-border data transfers, in a manner necessary to permit Reltio's personnel located outside of Mainland China to access, view and transfer the said Customer's Personal Data outside of Mainland China, which may include entering into appropriate agreements regarding data protection as required by the applicable Data Protection Law, conducting an appropriate security assessment, and/or obtaining approval from a relevant regulatory entity, such as the Cyberspace Administration of China, prior to permitting or authorizing the cross-border data

transfer. In addition, Reltio may require additional, applicable terms and conditions to be added to this Agreement. Upon Reltio's request, Customer shall provide Reltio with reasonable evidence showing that Customer has procured such consents, performed such procedures and/or secured such certifications or approvals. If such evidence is not duly provided, Reltio may immediately suspend the provision of relevant support until such evidence is provided, and Reltio will not bear any liability arising out of such suspension.