



Reltio Terms of Service

Last updated on **January 25, 2021**

IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN THE “BINDING ARBITRATION AND CLASS ACTION WAIVER” SECTION BELOW.

These Reltio Terms of Service (this “**Agreement**”) are entered into by and between Reltio, Inc., a Delaware corporation with a principal place of business at 100 Marine Parkway, Suite 275, Redwood Shores, CA 94065 (“**Reltio**”) and the entity or person placing an order for or accessing the Services (“**Customer**” or “**You**”). This Agreement consists of the terms and conditions set forth below, any exhibits or addenda identified below and any Order Form(s). In the event of a conflict between other provisions of this Agreement and an Order Form, the provisions of the Order Form 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 this Agreement, and such other or additional terms or conditions are void and of no effect.

If You are accessing or using the Services on behalf of Your company, you represent and warrant that You are authorized to sign for and bind your company in order to accept the terms of this Agreement. The rights granted under this Agreement are expressly conditioned upon acceptance by such authorized personnel.

You agree to receive all communications, agreements, and notices that Reltio provides in connection with any Services (“**Communications**”), including, but not limited to, Communications related to Reltio’s delivery of the Services and Your purchase of or subscription to the Services, via electronic means, including by e-mail, text, in-product notifications, or through any Services. You agree that all Communications Reltio provides to You electronically satisfy any legal requirement that such Communications be in writing or be delivered in a particular manner and You agree to keep Your account contact information current.

You may not access the Services if You are a direct competitor of Reltio, except with Reltio’s prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

BY INDICATING ACCEPTANCE OF THIS AGREEMENT, OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR OTHERWISE ACCESSING OR USING THE RELTIO PLATFORM AND SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS HEREIN. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO USE THE RELTIO PLATFORM OR SERVICES. EACH PARTY AGREES THAT THIS AGREEMENT, AND ANY MUTUALLY EXECUTED ORDER FORMS AND ATTACHMENTS, STATES THE PARTIES’ ENTIRE AGREEMENT ON THIS SUBJECT MATTER, AND NEITHER PARTY’S REPRESENTATIVES HAVE AUTHORITY TO ENTER INTO SIDE AGREEMENTS OR PROMISES NOT EXPRESSLY CONTAINED HEREIN.

YOU ACKNOWLEDGE AND AGREE THAT RELTIO MAY MODIFY THE TERMS AND CONDITIONS OF THIS AGREEMENT IN ACCORDANCE WITH SECTION 14.11 (MODIFICATIONS).

1. DEFINITIONS

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

“**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 this Agreement, as well as modifications to such data as a result of processing on the Platform. For the avoidance of doubt, Customer Data does not include anonymized trends and patterns derived by Reltio in and as part of the Platform during its normal operation.

“DPA” means the Data Processing Addendum at <https://www.reltio.com/reltio-dpa-terms/>, incorporated herein by reference.

“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.

“Limits” means the limitations on Customer’s use of the Platform including, without limitation, limits on consolidated profiles, domains, tenants, storage, processing, users, the number of calls Customer is permitted to make against the Reltio application programming interface, and other metrics, as specified at www.reltio.com/quotas, incorporated herein by reference.

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

“Non-GA Services” has the meaning as described in Section 9.5 (Non-GA Services).

“Order Form” means the online registration, order descriptions or order confirmations referencing this Agreement for placing orders for the Reltio Services under this Agreement that are entered into between Customer and Reltio.

“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> as the same may be updated from time-to-time (such updates referred to collectively as **“Revisions”**).

“Services” means access to the Platform, and any Support Services, or other services provided by or on behalf of Reltio under this 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, incorporated by reference.

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

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

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

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

2. SUBSCRIPTION TO PLATFORM

2.1. Provision of Platform. Subject to the terms and conditions of this Agreement, Reltio hereby grants Customer the non-exclusive, non-transferable (except pursuant to Section 14.9 (Assignment)) right to permit Users to access and use the Platform and Documentation for Customer's internal business purposes only during the subscription term(s) specified in the 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 or anyone under its control to: (a) allow any third party who is not a User to access the Platform; (b) decompile, reverse engineer, disassemble or otherwise attempt to reconstruct or discover the source code of the Platform or any part of it; (c) create unauthorized copies of any portion of the Platform or make any unauthorized modifications to the Platform; (d) conduct benchmark or performance tests, or disclose the results of any such tests; (e) access the Platform or its output for the purpose of developing a competitive product or service; (f) use the Platform to store or transmit infringing, libelous, obscene, or otherwise illegal content including viruses or other malicious code; or (g) attempt to gain access by unauthorized means to the Platform or related systems or networks (including Customer attempts to conduct penetration testing against Reltio systems without Reltio's prior written consent).

2.3. Usage Limitations. Usage of the Platform is subject to the Limits, and other limitations as stated in the Documentation, and the Order Form. The Platform provides real-time information to enable Customer to monitor its compliance with such usage limitations. In the event any Limit is exceeded during the subscription term of an Order Form (an "**Overage**"), Customer will be charged for such Overage based on applicable pricing specified at www.reltio.com/quotas.

2.4. 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) Customer shall not, in any case, use the Platform to store, reproduce, process, or transmit any: (i) protected health data, as defined in the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") as amended and supplemented ("**HIPAA Data**"), (ii) cardholder data that is subject to Payment Card Industry Data Security Standards ("**PCI-DSS**"); or (iii) information that may not lawfully be transferred to, stored, reproduced, or processed by Reltio under this Agreement (collectively, "**Prohibited Data**"). Customer will bear sole liability for any storing, reproducing, processing, or transmitting any Prohibited Data in the Platform in violation of this Section 2.4(b) (Customer Responsibilities), notwithstanding anything to the contrary in this Agreement, or under applicable laws or regulations.

3. SUPPORT SERVICES AND SLA

3.1. Support Services. Unless otherwise specified in the Order Form, Reltio shall provide Customer with Support Services for the applicable Subscription Level selected at registration in accordance with the Support Page.

3.2. Service Level Agreement. Other than as set forth in this Agreement, Reltio's SLA will apply to the operation of the Platform under this Agreement.

4. PROTECTION OF CUSTOMER DATA

4.1. Reltio Protection of Customer Data and Third-Party Data Feeds. Reltio shall maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data and

Third-Party Data Feeds as stated in the Data Security Policy. Reltio shall not (a) modify Customer Data except as part of the normal processing of data by the Platform to perform Customer's requested functions; (b) voluntarily disclose Customer Data except as set forth in Section 4.2 (Permitted Disclosures), or (c) access Customer Data except to provide the Platform or other Services under 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. Customer is solely responsible for taking and maintaining appropriate security, protection and backup actions with respect to Customer Data, Third-Party Data Feeds, and Users' access to the Platform, including the security of account passwords issued to its Users.

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

4.3. Data Processing. To the extent applicable, each party agrees to comply with the DPA, including the Standard Contractual Clauses as "Data exporter" in the case of Customer, and "Data importer" in the case of Reltio. 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.

4.4. Use of Data. Reltio reserves the right to use any machine learning, data, know-how, statistics, or artificial intelligence developed by Reltio in and as part of the Platform during its normal operation ("**Learning Data**") in a manner consistent with applicable law, provided that such Learning Data is completely anonymized and cannot be traced back to Customer Data or to Customer in any manner.

5. THIRD-PARTY APPLICATIONS AND CUSTOMER DATA

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

6. SUBSCRIPTION LEVELS; FEES AND PAYMENTS

6.1. Subscription Levels. Reltio makes the Platform available through paid subscription plans ("**Paid Subscriptions**") and Free Plans (together with Paid Subscriptions, "**Subscription Levels**"). Current Subscription Levels are described at <https://www.reltio.com/products/identity-360/> and Customer's specific Subscription Level will be identified in the Order Form presented when Customer registers, orders or pays for the Services. Customer's permitted scope of use depends on the Subscription Level that Customer selects and will be specified in the applicable Order Form.

6.2. Fees. Customer shall pay all fees specified in all Order Forms hereunder in US dollars. Subscription fees are due in advance. Fees and charges for other Services ("**Other Fees**") are as indicated in the Order Form. Except as otherwise expressly specified herein or in an Order Form (a) fees based on Platform subscriptions purchased apply

whether or not the subscription is actually used, (b) payment obligations are non-cancelable and fees paid are non-refundable except as expressly stated herein, (c) purchased quantities or amounts cannot be decreased during the relevant subscription term stated on the Order Form, and (d) Customer agrees that it will be charged for and pay applicable charges for Overages as described in Section 2.3 (Usage Limitations). Fees and charges for any new Service or new feature of a Service will be effective when updated fees and charges are posted at www.reltio.com/quotas, unless Reltio expressly states otherwise in a notice.

6.3. Charging and Payment. Customer shall pay subscription fees for the Platform monthly or annually in advance, based on Customer's Subscription Level. Customer shall pay Other Fees monthly for those Other Fees accrued at the end of each month. All amounts payable by Customer under this Agreement will be paid to Reltio without setoff or counterclaim, and without any deduction or withholding. Unless otherwise mutually agreed between the parties in the applicable Order Form, Customer must pay all fees and charges hereunder by valid payment method reasonably acceptable to Reltio ("**Payment Method**"). If Customer provides credit card information to Reltio, Customer authorizes Reltio to charge such credit card for all Services listed in the Order Form for the initial subscription term and any Renewal Term(s) as set forth in Section 12.2 (Term of Subscription Levels and Renewals). Customer acknowledges that the amount charged each month may vary depending on Customer's use of the Services, and authorizes Reltio to charge Customer's Payment Method for such varying amounts. Customer is responsible for providing complete and accurate billing and contact information, including information regarding Customer's account, to Reltio and notifying Reltio of any changes to such information. If the fees and charges are not successfully settled due to expiration, insufficient funds, or otherwise, Customer remains responsible for any uncollected amounts and authorizes Reltio to continue charging Customer's Payment Method, as it may be updated.

6.4. Overdue Charges. If any undisputed (subject to Section 6.6 (Payment Disputes)) charges are not received from Customer by the due date, then at Reltio's discretion, such charges may accrue late interest at the rate of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

6.5. Suspension of Service. If any undisputed (subject to Section 6.6 (Payment Disputes)) amount owing by Customer under this or any other agreement for the Platform services is thirty (30) or more days overdue, Reltio may, without limiting its other rights and remedies, suspend Services to Customer and Customer's access to the Platform until such amounts are paid in full. Reltio will give Customer at least seven (7) days' prior written notice that Customer's account is overdue, in accordance with Section 13.2 (Manner of Giving Notice), before suspending the Platform services to Customer and Customer's access to the Platform.

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

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

6.8. Free Plans. If Customer registers for a free plan, or other type of limited offer for use of the Platform ("**Free Plan**"), Customer may be presented with additional terms and conditions when registering for a Free Plan, and any such additional terms and conditions are hereby incorporated into this Agreement by reference and are legally binding upon the parties. Free Plans may not include all features or functionality offered as part of Paid Subscriptions, and Reltio reserves the right to add or subtract any features or functionality at any time for such plans. Reltio has the right to suspend or terminate a Free Plan at any time for any reason. ANY DATA THAT CUSTOMER ENTERS INTO THE PLATFORM, AND ANY CONFIGURATIONS MADE BY OR FOR CUSTOMER, DURING THE FREE PLAN WILL BE PERMANENTLY LOST AT THE END OF THE FREE PLAN PERIOD UNLESS CUSTOMER: (a) PURCHASES A PAID SUBSCRIPTION; OR (b) EXPORTS SUCH DATA BEFORE THE END

OF THE FREE PLAN PERIOD. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT: (X) THE FOLLOWING SECTIONS OF THIS AGREEMENT DO NOT APPLY TO ANY CUSTOMER ON A FREE PLAN: SECTION 3 (SUPPORT SERVICES AND SLA), SECTION 9 (WARRANTIES AND DISCLAIMERS), SECTION 10.1 (INDEMNIFICATION BY RELTIO), AND SECTION 11.2 (LIMITATION OF LIABILITY), (Y) FREE PLANS ARE PROVIDED “AS-IS” AND “AS AVAILABLE” AND, TO THE FULLEST EXTENT PERMISSIBLE BY LAW WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY; AND (Z) RELTIO’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO CUSTOMER’S USE OF A FREE PLAN IS \$1000.

7. PROPRIETARY RIGHTS

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

7.2. Customer Applications and Code. If Customer, a third party acting on Customer’s behalf, or a User creates applications or program code for use with the Platform (the “**Customer Applications**”), Customer authorizes Reltio to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Reltio to provide the Platform to Customer in accordance with 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.

7.3. Customer Data. Customer hereby grants Reltio the non-exclusive worldwide, royalty-free right to use, reproduce, store, transmit, perform, adapt, or display Customer Data solely to the extent required for Reltio’s provision of the Platform and Services to Customer under 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.

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

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

7.6. U.S. Government Rights Clauses; Export Compliance. The Platform under 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.

8. CONFIDENTIALITY

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

8.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). The Receiving Party shall (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of 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 this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of 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.

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

9. WARRANTIES AND DISCLAIMERS

9.1. Reltio Warranties. Subject to Section 9.2 (Exclusion from Warranties), Reltio warrants that (a) Reltio has validly entered into 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 12.3 (Termination for Cause) and Section 12.4 (Refund or Payment upon Termination) below.

9.2. Exclusion from Warranties. The warranties in Sections 9.1(b) and (c) (Reltio Warranties) are void to the extent any failure to perform in accordance with the Documentation or any decrease in functionality is the result of (a) the

Platform not being used in accordance with the applicable Documentation or 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, Third-Party Applications, or Non-GA Services, which are made available by Reltio "AS IS".

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

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

9.5. Non-GA Services. From time-to-time Reltio may invite Customer to try, at no charge, Reltio products or services that are not generally available to Reltio customers ("**Non-GA Services**"). Any Non-GA Service will be clearly designated as beta, pilot, limited release, developer preview, nonproduction or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. NON-GA SERVICES ARE NOT PART OF THE "PLATFORM" OR "SERVICES" HEREUNDER AND ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. Reltio may discontinue Non-GA Services at any time in its sole discretion and may choose to never make them generally available.

10. INDEMNIFICATION

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

10.2. Indemnification by Customer. Customer shall defend Reltio, its Affiliates, and its permitted contractors and sub-processors (collectively “**Reltio 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 this Agreement (including the requirement to have the legal rights to provide the Customer Data and Reltio Data Feeds 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; provided that Reltio: (a) promptly gives Customer written notice of the Claim Against Reltio (provided that any failure or delay in doing so shall only mitigate Customer’s obligations under this Section to the extent it actually prejudices Customer’s ability to defend the applicable Claim Against Reltio); (b) gives Customer sole control of the defense and settlement of the Claim Against Reltio (provided that Customer may not settle any Claim Against Reltio unless the settlement unconditionally releases Reltio of all liability); and (c) provide to Customer all reasonable assistance, at Customer’s expense. The indemnification obligations hereunder shall not apply to claims to the extent Reltio is to provide indemnification under Section 10.1 (Indemnification by Reltio) of this Agreement.

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

11. LIMITATION OF LIABILITY

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

11.2. Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATING TO 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**”); PROVIDED, HOWEVER, THE FOREGOING SHALL NOT LIMIT CUSTOMER’S PAYMENT OBLIGATIONS UNDER SECTION 6 (SUBSCRIPTION LEVELS; FEES AND PAYMENTS) OR CUSTOMER’S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10 (INDEMNIFICATION).

12. TERM AND TERMINATION

12.1. Term of Agreement. This Agreement commences on the Effective Date and continues until all subscriptions granted in accordance with this Agreement and other Services have expired or been terminated.

12.2. Term of Subscription Levels and Renewals.

(a) Paid Subscriptions. Paid Subscriptions purchased by Customer commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein, as provided in the Order Form. Unless otherwise specified in the applicable Order Form or either party gives written notice of its intent to not renew the Paid Subscription to the other party at least thirty (30) days prior to the end of the current subscription term, the Paid Subscription will automatically renew on the same terms and for the same period as the prior subscription term (“**Renewal Term**”).

(b) Free Plans. Under Free Plans, Customer may use the Services until either (i) Reltio or Customer terminates this Agreement for convenience, or (ii) Reltio ceases to offer the Free Plan, whichever comes first.

12.3. 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; and or if either party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

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

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

12.6. Surviving Provisions. Section 6 (Fees and Payments), 7 (Proprietary Rights), 8 (Confidentiality), 9.4 (Disclaimer), 10 (Indemnification), 11 (Limitation of Liability), 12.4 (Refund or Payment upon Termination), 12.5 (Effect of Termination and Return of Customer Data), 13 (Notices), 14 (Binding Arbitration and Class Action Waiver), 15 (General Provisions), and any provision of this Agreement which, by its nature, is intended to survive, shall remain in effect following any termination or expiration of this Agreement.

13. NOTICES

13.1. General. Notices under this Agreement shall be sent in writing to (a) Reltio at 100 Marine Parkway, Suite 275, Redwood Shores, CA 94065, with a copy to legal@reltio.com, (b) Customer at the address submitted by Customer during the registration for the Services, on the Order Form, or in each case, at such other address as may be updated by a party from time-to-time by written notice in accordance with this Section 13 (Notices).

13.2. 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, (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). Billing-related notices to Customer shall be addressed to the relevant billing contact designated by Customer in the Order Form. All other notices to Customer related to the Platform shall be addressed to the relevant Platform system administrator designated by Customer.

14. BINDING ARBITRATION AND CLASS ACTION WAIVER.

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

14.1 Application. You and Reltio agree that this Agreement affects interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. This "Binding Arbitration and Class Action Waiver" section is intended to be interpreted broadly and governs any and all disputes between You and Reltio including but not limited to claims arising out of or relating to any aspect of the relationship between You

and Reltio, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before this Agreement or any prior agreement (including, but not limited to, claims related to advertising); and claims that may arise after the termination of this Agreement. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below.

14.2. Initial dispute resolution. Most disputes can be resolved without resort to arbitration. If You have any dispute with Reltio, You agree that before taking any formal action, You will contact Reltio at legal@relio.com and provide a brief, written description of the dispute and Your contact information. Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with Reltio, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

14.3. Binding arbitration. If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims, (except as provided in the “Exception” section below subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including the formation, performance, and breach of this Agreement), the parties’ relationship with each other, and/or your use of Reltio shall be finally settled by binding arbitration administered by the JAMS Comprehensive Arbitration Rules & Procedures (“JAMS”). The JAMS rules will govern payment of all arbitration fees. If the arbitrator finds the arbitration to be non-frivolous, Reltio will pay all of the actual filing and arbitrator fees for the arbitration, provided your claim does not exceed \$250,000. For claims above \$250,000, fees and costs will be determined in accordance with applicable JAMS rules. The arbitration rules permit You to recover attorney’s fees in certain cases.

14.4 Arbitrator’s powers. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this Agreement including but not limited to any claim that all or any part of this Agreement are void or voidable, whether a claim is subject to arbitration, or the question of waiver by litigation conduct. The parties agree that the arbitrator may allow the filing of dispositive motions if they are likely to efficiently resolve or narrow issues in dispute. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator’s award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

14.5 Filing a demand. To start an arbitration, you must do the following: (a) Write a Demand for Arbitration that includes a description of the claim and the amount of damages You seek to recover (You may find a copy of a Demand for Arbitration at www.jamsadr.com); (b) send one copy of the Demand to JAMS, along with a copy of this Agreement and the filing fee required by JAMS; and (c) Send one copy of the Demand for Arbitration to us at legal@relio.com.

The parties understand that, absent this mandatory arbitration provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

14.6. Location. If You are a resident of the United States, arbitration may take place in the county where you reside at the time of filing, unless you and we both agree to another location or telephonic arbitration. For individuals residing outside the United States, arbitration shall be initiated in Santa Clara County, California, United States, and you and Reltio agree to submit to the personal jurisdiction of any federal or state court in Santa Clara County, California, United States, in order to compel arbitration, stay proceedings pending arbitration, or to confirm,

modify, vacate, or enter judgment on the award entered by the arbitrator.

14.7 Class Action Waiver. The parties further agree that the arbitration shall be conducted in the party's respective individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND RELTIO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

14.8. Exception: litigation of intellectual property and small claims court claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court with jurisdiction or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in small claims court in Santa Clara, California for disputes or claims within the scope of that court's jurisdiction.

14.9. 30-Day Right to Opt Out. You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt out to legal@relio.com with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within the later of 30 days of the posting of this Agreement or within 30 days of changes to this section being announced. Otherwise, You shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If You opt out of these arbitration provisions, Reltio also will not be bound by them.

14.10. Changes to this Section. Reltio will provide sixty (60) days' notice of any changes to this section. Amendments will become effective sixty (60) days after they are posted on the Services or sent to you by email. Changes to this section will otherwise apply prospectively only to claims arising after the sixtieth (60th) day. If a court or arbitrator decides that this subsection on "Changes to this Section" is not enforceable or valid, then this subsection shall be severed from the section entitled Binding Arbitration and Class Action Waiver, and the court or arbitrator shall apply the first Binding Arbitration and Class Action Waiver section in existence after You began using the Services.

14.11. Survival. This Binding Arbitration & Class Action Waiver section shall survive any termination of this Agreement.

15. GENERAL PROVISIONS

15.1. 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. Any dispute arising out of these terms not subject to arbitration shall be initiated and conducted in the state or federal courts of Santa Clara County, California, and you and Reltio consent to the exclusive jurisdiction of such courts.

15.2. 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@relio.com).

15.3. 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.

15.4. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

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

15.6. 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.

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

15.8. 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.

15.9. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign 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.

15.10. Publicity. Notwithstanding anything in the Agreement to the contrary, Customer agrees that Reltio may identify Customer using Customer’s name and logo as a Reltio customer in Reltio’s website, sales and marketing materials and press releases. Upon Customer’s written request, Reltio will remove any such marks from Reltio’s website, and to the extent commercially feasible, Reltio’s sales and marketing materials,

15.11. Modifications. Except for Section 14 (Binding Arbitration and Class Action Waiver), Reltio reserves the right to revise the terms and conditions of this Agreement (which may include changes to the Services pricing and plans, referenced policies, and other documents) from time to time, and shall provide notice to Customer in accordance with Section 13 (Notices) of any material modifications (each “**Modification Notice**”). If Customer has a Free Plan, any modifications shall become effective immediately, and if Customer objects to such modifications, Customer’s exclusive remedy is to terminate this Agreement and cease using the Services. If Customer has a Paid Subscription, unless a shorter period is specified by Reltio (e.g. due to changes in law, or exigent circumstances), any modifications shall become effective upon renewal of Customer’s subscription, provided that if Reltio provides a Modification Notice to Customer less than thirty (30) days prior to the end of Customer’s then current subscription term, and Customer notifies Segment in writing of its objection to the modifications within fifteen (15) days after the date of such notice, then Reltio (at its option and as Customer’s exclusive remedy) will either: (a) permit Customer to continue under the existing version of this Agreement until expiration of the Renewal Term (after which time the

modified Agreement will go into effect), or (b) notwithstanding any auto-renewal pursuant to Section 12.2 (Term of Subscription Levels and Renewals), allow Customer to terminate its subscription at the end of the then current subscription term.

15.12. Entire Agreement. This Agreement, together with all exhibits, addenda and attachments, all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.