

Last updated on May 15, 2024

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

# 1. DEFINITIONS

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

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

“Customer Applications” has the meaning specified in Section 6.2 (Customer Applications and Code).

“Customer Data” means all electronic data or information submitted by or on behalf of Customer to the Platform pursuant to the Agreement, including as may relate to Users or customers of Customer, 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 or Feedback.

“Data Security Policy” means Reltio’s Data Security Policy, as posted by Reltio at [www.reltio.com/reltio-data-security-policy](http://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 during the Term at <https://docs.reltio.com/> and updated from time to time.

“Fees” means the fees and payments owed by Customer to Reltio pursuant to the Agreement, including but not limited to Subscription fees, Usage-based fees, and Overage fees.

“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 moral rights or statutory rights), and similar rights for the protection of inventions, works of authorship, recordings, mask works, and identification of source or sponsorship for goods or services in commerce.

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

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

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

“Platform” means the online, Software-as-a-Service platform made available by Reltio to Customer under the Agreement via [www.reltio.com](http://www.reltio.com) which Reltio may update from time-to-time.

“Reltio Privacy Policy” means Reltio’s Privacy Policy, as posted by Reltio during the Term at <https://www.reltio.com/privacy-policy/>, and incorporated herein by reference.

“Reltio Proprietary Works” means all software, technology, processes, documentation, deliverables and materials created, developed, intrinsic to or made available or provided by Reltio in conjunction with Customer’s access to the Platform and use of the Services (including Documentation).

“Services” means access to the Platform (including by Subscription and/or Usage Fees), and any support services, provided by or on behalf of Reltio under the Agreement to implement, administer, maintain, service and support the functioning and performance of the Platform, at all times subject to the Support Terms. “Services” hereunder does not include Third-party Data Feeds or Third-party Applications.

“Subscription” and “Subscription Term” means and refers to the period provided in the Marketplace Listing during which Customer, subject to all terms and conditions of the Agreement and payment of all Fees, has access to the Platform and use of the Services

“Support Terms” means the terms and conditions, including service-level terms and conditions, applicable to the Services Reltio provides to Customer under the Agreement, as posted by Reltio during the Term at [www.reltio.com/sla-and-support-policy](http://www.reltio.com/sla-and-support-policy), and incorporated herein 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 at Customer’s request.

“Usage” means the number of calls, profiles and storage which Users are permitted to make or utilize when accessing the Platform and Services via the Reltio application programming interface

“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 and Services.

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

“Users” means individual persons who are employees or contractors of Customer or of Customer’s Affiliates or vendors, whom Customer authorizes to use the Platform, 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 directly responsible and liable to Reltio for all acts or omissions of all Users in relation to the obligations and liabilities of Customer under the Agreement.

## 2. SUBSCRIPTION TO PLATFORM

2.1. Permitted Use. Subject to the terms and conditions of the Agreement, and the following restrictions, limitations and responsibilities, Reltio hereby grants Customer a worldwide, non-exclusive, non-transferable or sublicensable (except pursuant to Section 13.10 (Assignment)) right to permit Users to access and use the Platform, Services and Documentation, solely for Customer's internal business purposes and solely during the Subscription Term(s) specified in the in the Marketplace Listing(s). Customer acknowledges and agrees that Subscription(s) ordered hereunder are neither contingent on the delivery of any future functions or features, nor ordered in reliance on any oral or written comments (whether public or private) 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, directly or indirectly: (i) resell, transfer, make available, or allow the access to or use of the Platform, Services, or Documentation, or any part thereof, to or by any person who is not a User or otherwise for the benefit of any third party other than a Customer Affiliate; (ii) copy, decompile, reverse engineer, disassemble or otherwise attempt to reconstruct or discover the source code of the Platform or any part; (iii) create unauthorized copies, modifications or alterations of any portion of the Platform or the Documentation, including translating or creating derivative works; (iv) conduct benchmark or "penetration" or performance tests, or disclose the results of any such tests; (v) access the Platform or its output for the purpose of developing a competitive product or service; (vi) use the Platform or Services 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; (vii) access, attempt to access, or use the Platform or Services other than through a validly assigned User ID; (viii) share a User ID with anyone other than the designated User; (ix) attempt to gain access by unauthorized means to the Platform or Services, or related systems or networks (including Customer attempts to conduct penetration testing or other scans against Reltio systems without Reltio's prior written consent); or (x) remove, overprint, deface, obfuscate, or change any notice of confidentiality, copyright, trademark, logo, legend, or other notices of ownership or other rights from the Platform or Documentation.

2.3. Usage Limitations. The Platform is subject to other limitations as stated in the Documentation, and as stated in the Marketplace Listing which may include

Usage limits (including the number of Users). The Platform provides real-time information to enable Customer to monitor its compliance with such limitations. In the event during the Subscription Term Customer exceeds any Usage limit (an “Overage”), Reltio will invoice Customer for such Overage based on applicable pricing specified at [www.reltio.com/entitlements](http://www.reltio.com/entitlements). Reltio reserves the right to revise its Documentation and/or permitted Usage, including Usage Fees and Overage pricing, from time-to-time.

#### 2.4. Customer Responsibilities.

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

(c) If a Customer Affiliate utilizes the Services provided under the Agreement, such Affiliate shall also be fully bound by the terms and conditions hereunder, such that anywhere in the Agreement that references “Customer” shall also be read and deemed to mean and similarly bind such Affiliate(s) (where applicable) as if a direct party hereto. Notwithstanding the foregoing, Customer shall be directly liable, jointly and severally, for the acts and omissions of such Affiliate with respect to any obligation or liability hereunder.

## 3. SUPPORT SERVICES AND SLA

3.1. Support Services. Reltio shall provide Customer with Services at the Standard Plan level provided in the Support Terms, and consistent with the service-level terms and conditions set forth in the Support Terms.

## 4. PROTECTION OF CUSTOMER DATA; THIRD-PARTY APPLICATIONS AND DATA FEEDS

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. Reltio shall not: (i) disclose Customer Data, except as set forth in Section 4.4 (Permitted Disclosures); or (ii) access or modify Customer Data, except to provide the Platform or other Services under the Agreement or as otherwise expressly provided herein or by Customer in writing.

4.2. Reltio reserves the right to modify the Data Security Policy from time-to-time during the Term as it deems necessary to update, maintain, and improve security based on industry norms and best practices (“Security Modifications”); provided, however, that no such Security Modifications will impair or reduce the level of security then in effect and applicable to Customer Data.

4.3 Customer Applications, Third-party Applications and Third-party Data Feeds. Customer is solely responsible for taking and maintaining appropriate security, protection and backup actions with respect to Customer Data subject to its access and control, as well as Users’ access to the Platform, including the security of account passwords issued to its Users. If Customer installs or enables Customer Applications or Third-party Applications, or selects Third-party Data Feeds, for use with the Platform and Services, Customer hereby consents to the disclosure by Reltio of Customer Data to such provider for the interoperation of such Customer or Third-party Application(s) and/or Data Feeds 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 such Customer or Third-party Applications and/or Data Feeds 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 Customer or Third-party Applications for use with the Platform. Reltio is not responsible for the performance, operation, or continued availability of any Customer or Third-



party Applications, or any Customer request for refund, credit, or other compensation relating to the Customer or 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 Customer or Third-party Applications and the security and integrity of Customer Data in conjunction with the operation of such Customer or Third-party Applications

4.4 Permitted Disclosures. Reltio may disclose Customer Data as follows: (i) when compelled by law in accordance with Section 7.3 (Compelled Disclosure); (ii) as expressly permitted in writing by Customer; (iii) to third-party subprocessors that Reltio retains to provide Services or the Platform to Customer; and (iv) to Reltio Affiliates or permitted assigns pursuant to Section 13.10 (Assignment), provided that in the case of (iii) or (iv) Reltio has executed a written agreement with such third-party requiring them to maintain the confidentiality of Customer Data to the same extent as Reltio hereunder.

#### 4.5 Privacy.

(a) California Consumer Privacy Act (CCPA). 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: (i) retain, use or disclose personal information for any purpose other than the purposes set out in the Agreement and/or as permitted by the CCPA; or (ii) “sell” (as defined and understood within the requirements of the CCPA) personal information.

(b) General Data Protection Regulations (GDPR). To the extent that Customer Data contains “personal data” or personally identifiable information, in either case subject to the General Data Protection Regulation promulgated by the European Union, including its implementing regulations and any amendments thereto (collectively, the “GDPR”), Reltio shall process such Customer Data on behalf of Customer in accordance with GDPR requirements and with Customer’s reasonable requests (as a “Controller” of such data).

(c) Reltio Privacy Policy. Except to the extent specifically provided or references herein, the terms of the Reltio Privacy Policy will govern Reltio’s obligations with respect to personal information it may obtain in conjunction with the Agreement, including in conjunction with Customer’s access to or use of the Platform and/or Services and/or engagement with Reltio.

## 5. FEES AND PAYMENTS

5.1. Fees. Customer shall pay all fees specified in the Marketplace Listing hereunder in US dollars and without any deduction for withholding or similar taxes. For all Marketplace Listings (i) Fees based on Subscriptions apply whether or to what extent Customer actually uses Subscription and associated Services; (ii) payment obligations are due in full and non-cancelable and Fees paid are non-refundable, except as expressly stated herein; (iii) purchased quantities or amounts cannot be decreased during the relevant subscription term stated on the Marketplace Listing and unused portions or a pre-paid Fees related to Subscription or Usage cannot be refunded or “rolled-forward” to future periods or used and (iv) Customer will be invoiced for and pay applicable charges for Overages as described in Section 2.3 (Usage Limitations). Any claim, credit or monetary remedy Customer may claim hereunder may not be used to offset or reduce Customer’s obligation to timely pay such fees in full.

5.2. Invoicing and Payment. Reltio will invoice Subscription and Service Fees annually in advance. Fees and charges for other Services shall be paid as stated in the Marketplace Listing or as otherwise indicated at [www.reltio.com/entitlements](http://www.reltio.com/entitlements). Unless otherwise mutually agreed between the parties, Customer may pay all fees and charges hereunder through Customer’s Marketplace account, by wire transfer to the Reltio account specified on an invoice, or by other valid payment method reasonably acceptable to Reltio. Unless otherwise mutually agreed between the parties, fees and charges are due net thirty (30) days from Customer’s purchase of the corresponding Subscription on the Marketplace, or from an invoice date. Customer is responsible for providing complete and accurate billing and contact information, including information regarding Customer’s Marketplace account, to Reltio and notifying Reltio of any changes to such information.

5.3. Overdue Charges. Subject to Section 5.5 (Payment Disputes), any amount(s) owing by Customer under the Agreement and not received from Customer by the due date, will accrue late interest at the rate of one percent (1%) of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lower, from the date such amount was due until the date paid.

5.4. Suspension of Service. Subject to Section 5.5 (Payment Disputes), if any amount(s) owing by Customer under the Agreement 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 12.2 (Manner of Giving Notice), before suspending the Services to Customer and Customer’s access to the Platform.



5.5. Payment Disputes. Reltio rights under Sections 5.3 (Overdue Charges) and 5.4 (Suspension of Service) may be applied to late payment of disputed amounts, unless and only for so long as Customer is disputing the applicable charges reasonably and in good faith, and is cooperating diligently to resolve the dispute.

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

## 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 Works. No rights are otherwise granted to Customer hereunder.

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

6.3. 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 Customer Data and Third-party Data Feeds as provided and licensed by Customer in connection with Reltio's provision of the Platform and performance of the Services as provided herein, and to perform Reltio's rights and obligations under the Agreement

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

6.4 Customer Data. As between the parties, Customer owns all Customer Data and all Intellectual Property Rights therein. Notwithstanding the foregoing, Customer hereby grants Reltio a worldwide, non-exclusive, non-transferable or sublicensable (except pursuant to Section 13.10 (Assignment)), royalty-free right to use, reproduce, store, transmit, perform, adapt, or display Customer Data to the extent required for Reltio to: (i) implement, provide, administer, maintain and support the performance of the Platform and Services to Customer under the Agreement; (ii) integrate and combine Customer Data with Customer and Third-party Applications and Third-party Data Feeds; and/or (iii) develop new, incremental and enhanced features, performance and functionality of the Platform and Services (including as Reltio may make commercially available in the future). Reltio otherwise acquires no right, title or interest from Customer or its licensors under the Agreement in or to Customer Data, or Customer or Third-party Applications, including any Intellectual Property Rights therein.

6.5. Feedback. AI/ML Model Training; Feedback and Usage Data. Reltio may use Artificial Intelligence and Machine Learning tools ("AI") to develop enhanced data management capabilities. Customer or its Users may also provide suggestions, enhancement requests, recommendations or other feedback to Reltio or its Affiliates relating to the operation of the Platform or the performance of the Services ("Feedback"), Reltio will also collect, analyze and aggregate Customer Usage Data for the purposes of implementing, operating, maintaining, analyzing, and improving the Platform and/or Services, as well as fulfilling its obligations hereunder. Customer hereby grants to Reltio a worldwide, non-exclusive, non-transferable or sublicensable (except pursuant to Section 13.10 (Assignment)), irrevocable, perpetual, royalty-free right and license to use, disclose, license, reproduce, store, transmit, exploit, perform, adapt, display, incorporate and create derivative works with respect to such Feedback and/or Usage Data into the Platform and Services or into such other Reltio services or new, incremental, enhanced features and performance or functionality of the Platform or services as Reltio may develop over time (including for commercial sale or use); provided that the foregoing shall not identify Customer or any User or disclose or violate any confidentiality obligations hereunder with respect to Customer Data or Customer Confidential Information. Reltio and its licensors (including, specifically, with respect to Third-party Data Feeds) will own and retain all right,

title, and interest in and to the AI tools and/or algorithms and training models Reltio may create or develop (including by means of Feedback and/or Usage Data).

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

## 7. CONFIDENTIALITY

7.1. Definition of Confidential Information. As used herein, “Confidential Information” means all confidential information disclosed during the Term 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, Services, Documentation and Reltio Proprietary Works. Customer Confidential Information shall include Customer Data and Customer Applications. Confidential Information of each party shall also include the terms and conditions of the Agreement, 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 through reasonable evidence: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure hereunder by the Disclosing Party without breach of any obligation the Receiving Party owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation such third party owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without reference to or reliance on Disclosing Party's Confidential Information.

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 not: (i) use any Confidential Information of the Disclosing Party for any purpose outside the scope of the Agreement; (ii), 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; and (iii) use any Confidential Information of the Disclosing Party except as otherwise authorized by the Disclosing Party in writing. Neither party shall disclose the terms and conditions of the Agreement to any third party other than such party's respective Affiliates, or their officers, directors and employees, current and potential investors and acquirers, and their legal counsel and accountants.

7.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled to do so by court or administrative order or other legal process, provided that the Receiving Party gives the Disclosing Party prior written notice of such compelled disclosure (to the extent legally permitted). If the Disclosing Party contests or limits the disclosure in an appropriate manner the Receiving Party shall provide reasonable assistance, at the Disclosing Party's written request and expense. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a court or administrative 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 other party to suffer irreparable harm in amount not easily ascertained. Upon any actual or threatened breach of a party's confidentiality

obligations hereunder, the aggrieved party may seek appropriate equitable relief, including injunctive relief (without requirement of bond), in addition to other available remedies at law.

## 8. WARRANTIES AND DISCLAIMERS

8.1. Reltio Warranties. Subject to Section 8.2 (Exclusion from Warranties), Reltio warrants that: (i) Reltio has validly entered into the Agreement and has the legal power to do so; (ii) Reltio's entry into the Agreement and performance of its obligations hereunder will not violate or conflict with any other agreement to which Reltio is bound; (iii) the Platform shall perform and Services shall be performed materially in accordance with the Documentation, Support Terms and Data Security Policy and any specifications or descriptions set forth in the Marketplace; (iv) subject to Section 4.3 (Customer Applications, Third-party Applications and Third-party Data Feeds), the functionality of the Platform (as defined as of the Subscription start date) will not be materially decreased during a Subscription Term; (v) the Professional Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards; and (vi) Reltio will use industry-standard measures to not transmit Malicious Code to Customer; provided, however, that it shall not a breach by Reltio of this subpart to the extent 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.

8.2. Exclusion from Warranties. Reltio's warranties, in this Section or otherwise under the Agreement or applicable law, are void to the extent any failure of warranty or performance is the result of: (i) the Platform not being used in accordance with the applicable Documentation or the Agreement; (ii) the Platform having been modified or altered by Customer or on its behalf without Reltio's knowledge and written permission; (iii) a Force Majeure Event; or (iv) 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, Customer Applications, or Third-party Applications, which, for purposes of any imputed warranty, are available "AS IS".

8.3. Customer Warranties. Customer warrants that: (i) Customer has validly entered into the Agreement and has the legal power to do so, including the rights granted by it to Reltio under the Agreement; (ii) Customer's entry into the Agreement and performance of its obligations hereunder will not violate or conflict with any other agreement which Customer is bound; and (iii) 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.

8.4. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, CUSTOMER AGREES THAT ACCESS TO THE PLATFORM AND PERFORMANCE OF THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RELTIO MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, RELIABILITY, AVAILABILITY, QUALITY, SUITABILITY, ACCURACY, COMPLETENESS OR INTEROPERABILITY, OR THAT THE SERVICES WILL BE ERROR OR DEFECT FREE OR UNINTERRUPTED DURING THE TERM OF USE. CUSTOMER APPLICATIONS, THIRD-PARTY DATA FEEDS, THIRD-PARTY APPLICATIONS AND NON-GA SERVICES ARE NOT PART OF THE “PLATFORM” OR “SERVICES” HEREUNDER AND ARE AVAILABLE “AS IS” WITH NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND.

8.5 Exclusive Remedies. For any breach of a warranty in this Section 8 (Warranties and Disclaimers) or otherwise hereunder or under applicable law, Customer’s exclusive remedy and recovery, and Reltio’s sole obligation and liability, shall be as provided in Section 9 (Indemnification), Section 11.3 (Termination for Cause) and Section 11.4 (Refund or Payment upon Termination).

## 9. INDEMNIFICATION

9.1. IP Indemnification by Reltio. Reltio shall defend and hold harmless Customer, its Affiliates, and Users (“Customer Indemnified Parties”), against any claim, demand, suit or proceeding made, brought or arising hereunder against such Customer Indemnified Parties by an unaffiliated third party, and shall indemnify Customer Indemnified Parties for any associated out-of-pocket damages, attorney fees, costs, judgments, and approved settlement payments, incurred in defending such a Claim Against Customer, in each case to the extent such Claim Against Customer alleges that the Platform or Services, or Customer Indemnified Parties’ use as permitted hereunder of the Platform or Services infringes or misappropriates the Intellectual Property Rights of an unaffiliated third party (each a “Claim Against Customer”). A Claim Against Customer shall exclude any such claim, demand, suit, or proceeding to the extent based on or alleging (x) Customer Data, Customer Applications, Third-party Application, Third-party Data Feeds or Non-GA Services, (y) combination of the Platform by Customer, its Affiliate, User or any third party with any third-party components not required for normal operation as described in the Documentation and/or not approved by Reltio, or (z) access to or use of the Platform or Services other than



as expressly permitted hereunder. In the event of a Claim Against Customer, or if Reltio reasonably believes continued use of the Platform or Service may infringe or misappropriate such rights of a third party, then, in addition to Reltio's defense and indemnification obligations hereunder, and without breaching Reltio's warranties under Section 8.1 (Reltio Warranties), Reltio may, in its discretion and at no cost to Customer: (i) modify the Platform or Service so that it is no longer infringing or misappropriating; (ii) obtain a license for Customer's continued use of the Platform or Service in accordance with the Agreement; or (iii) terminate Customer's Subscriptions for the Platform and/or Service for convenience upon thirty (30) days written notice and refund to Customer any prepaid Fees representing the remainder of the term of such Subscription following the effective date of such termination. The defense, indemnification and hold harmless obligations hereunder shall not apply to claims, demands, suits or proceedings to the extent Customer is to provide indemnification under Section 9.2 (Mutual Indemnification).

**9.2. Mutual Indemnification.** Except to the extent otherwise provided in Sections 9.1, each party (the "Indemnifying Party") shall defend and hold harmless the other party and its Affiliates, and its and their respective officers, directors and employees ("Other Party Indemnitees"), against any claim, demand, suit or proceeding made, brought or arising hereunder against such Other Party Indemnitees by an unaffiliated third party, and shall indemnify such Other Party Indemnitees for any associated out-of-pocket damages, attorney fees, costs, judgments, and approved settlement payments, incurred in defending such claim, suit or demand, in each case to the extent arising from the Indemnifying Party's: (i) breach of obligation, representation or warranty under the Agreement; (ii) violation of applicable law in the performance of an obligation, representation or warranty under the Agreement; (iii) unauthorized use or disclosure of Confidential Information in violation of Section 7 (Confidentiality); (iv) unauthorized use or disclosure of Customer Data in violation of Reltio's Data Security Policy or the Data Processing Addendum; (v) gross negligence, willful misconduct or fraud in the performance of an obligation, representation or warranty under the Agreement; or (vi) acts or omissions in conjunction with an obligation, representation or warranty under the Agreement, to the extent resulting in personal injury, death or damage to property.

**9.3 Mechanics of Indemnity.** The respective party's foregoing obligations under Sections 9.1 and 9.2, as applicable, are contingent on the indemnified party giving the indemnifying party prompt written notice of the claim, demand, suit or proceeding for which indemnity is sought; provided, however, that failure of a party to give such prompt notice shall not relieve the indemnifying party from its obligations under the Agreement unless to the extent the indemnifying party's ability to defend or provide the foregoing indemnity is prejudiced by such failure. Upon receipt of timely notice of such claim, demand, suit or proceeding, the

indemnifying party shall, at its sole cost and expense, assume and have sole control of the defense thereof by representatives and agents it chooses. The indemnifying party shall also have the sole right to negotiate and settle such claim, demand, suit or proceeding; provided, however, that any such settlement to the extent not fully releasing the indemnified party shall be subject only to the indemnified party's prior written consent (not to be unreasonably withheld). The indemnified party shall provide the indemnifying party with reasonable assistance, and may otherwise attend to such defense, at the indemnifying party's expense.

9.4. Exclusive Remedy. This Section 9 (Indemnification) states the indemnifying party's sole obligation and entire liability to the respective indemnified parties, and the respective indemnified parties' exclusive recourse and remedy, for and with respect to any claim, demand, suit or proceeding made, brought or arising hereunder or otherwise under applicable law connection with any act, omission, obligation, liability or warranty herewith, including any Claim Against Customer or any Claim Against Reltio, as applicable.

## 10. LIMITATION OF LIABILITY

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

10.2. Limitation of Liability.

(A) SUBJECT TO SECTION 10.1, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER OR TO ANY THIRD PARTY, ARISING OUT OF OR RELATING TO THE AGREEMENT OR OTHERWISE UNDER APPLICABLE LAW, RELATING TO THE AGREEMENT AND ANY SERVICES PROVIDED PURSUANT TO THE AGREEMENT, OR ANY OBLIGATION,

REPRESENTATION, WARRANTY OR LIABILITY PROVIDED HEREUNDER, OR OTHERWISE UNDER APPLICABLE LAW, 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 FOR THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH SUCH LIABILITY AROSE ("LIABILITY LIMIT").

(B) SUBJECT TO SECTION 10.1, THE LIABILITY LIMIT ABOVE WILL BE INCREASED TO TWO HUNDRED PERCENT (200%) OF THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER HEREUNDER FOR THE SUBSCRIPTION TO THE PLATFORM FOR THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH SUCH LIABILITY AROSE TO THE EXTENT OF LIABILITY BASED ON (X) UNAUTHORIZED ACCESS TO OR USE OF CUSTOMER DATA OR THIRD-PARTY DATA FEEDS IN VIOLATION OF RELTIO'S OBLIGATIONS TO CUSTOMER UNDER SECTION 4.1 (RELTIO PROTECTION OF CUSTOMER DATA), (Y) UNAUTHORIZED ACCESS TO OR USE OF CONFIDENTIAL INFORMATION IN VIOLATION OF A PARTY'S OBLIGATIONS TO THE OTHER UNDER SECTION 7 (CONFIDENTIALITY), OR (Z) A PARTY'S RESPECTIVE OBLIGATIONS UNDER SECTION 9.2 (i) THROUGH (iv) (MUTUAL INDEMNIFICATION).

(C) SUBJECT TO SECTION 10.1, THE LIABILITY LIMITS IN SECTIONS 10.2(A) AND (B) ABOVE SHALL NOT APPLY TO OR LIMIT (X) CUSTOMER'S PAYMENT OBLIGATIONS TO RELTIO UNDER SECTION 5 (FEES AND PAYMENTS), (Y) RELTIO'S OBLIGATIONS UNDER SECTION 9.1 (IP INDEMNIFICATION BY RELTIO), OR (Z) A PARTY'S RESPECTIVE OBLIGATIONS UNDER SECTION 9.2 (v) AND (vi) (MUTUAL INDEMNIFICATION).

## 11. TERM AND TERMINATION

11.1. Term of Agreement. The Agreement commences on the Effective Date and continues until the term(s) of the Subscriptions and Services set forth in the Marketplace Listing have expired or been terminated in accordance with the Agreement.

11.2. Term of Purchased User Subscriptions and Renewals. Subscriptions purchased by Customer commence on the start date specified in the Marketplace Listing and continue for the subscription Term specified therein (the "Initial Term"). The Marketplace Listing will set forth the terms, including required notice (if any), for the automatic extension and renewal of the then-expiring term of any Subscription (each, a "Renewal Term".) The Initial Term, together with any Renewal Term, shall be the "Term" of the Agreement.

11.3. Termination for Cause. Either party may terminate the Agreement for cause upon thirty (30) days' prior written notice to the other party: (i) upon a material breach by such other party of an obligation, representation or warranty hereunder, if such breach remains uncured at the expiration of such notice period; or (ii) 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.

11.4. Refund or Payment upon Termination. Upon any termination for cause by Customer, Reltio shall refund Customer any prepaid Fees covering the remainder of the term of all terminated Subscriptions following the effective date of such termination. However, in no event shall any termination, including for cause, relieve Customer of the obligation to pay any Fees payable to Reltio for the period prior to 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 any Subscription following the effective date of such termination.

11.5. Effect of Termination; Return of Customer Data. Upon the effective date of expiration or termination of the Agreement or any applicable Subscription, Customer shall immediately cease any further use of the Platform and Services. Customer will have a thirty (30)-day period from the effective date of termination to access its account and download or export its Customer Data from the Platform. Unless otherwise agreed by the parties in writing, after such thirty (30)-day period Reltio shall have no obligation to maintain or provide any such 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 5 (Fees and Payments), 6 (Proprietary Rights), 7 (Confidentiality), 8.4 (Disclaimer), 9 (Indemnification), 10 (Limitation of Liability), 11.4 (Refund or Payment upon Termination), 11.5 (Effect of Termination and Return of Customer Data), 12 (Notices), 13 (General Provisions), and any other 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 275; Redwood Shores, CA 94065, Attn: Legal Department; cc: legal@reltio.com; and (b) Customer at the address/contact details provided by Customer in writing to Reltio for notices, in each case, as may be updated by a party from time-to-time by written notice. In the event that Customer does not provide written notice of address/contact details for notices hereunder to Reltio, Customer acknowledges and agrees that

Reltio shall, notwithstanding anything to the contrary set forth in Section 13.2(d), provide notice to Customer at Customer's administrator email address.

12.2. Manner of Giving Notice. Except as otherwise specified in the Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the fifth business day after mailing; (iii) the next business day after sending by confirmed facsimile; or (iv) 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. All other notices to Customer related to the Platform shall be addressed to the relevant Platform system administrator designated by Customer

## 13. GENERAL PROVISIONS

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

13.2. Anti-Corruption. Each party confirms it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of the other party's employees or agents in connection with the Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If a party learns of any violation of the above restriction, such party will use reasonable efforts to promptly notify the other party's legal department pursuant to the agreed notice provisions.

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

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

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

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

13.7. Employees and Subcontractors. Reltio personnel that operate or support the Platform and Services receive annual education on the importance of security, confidentiality, and privacy of confidential information, and Reltio policies and associated data security practices. Reltio implements measures designed to ensure that its personnel are sufficiently trained and experienced to be able to fulfill their functions which might reasonably be expected to be carried out by the personnel responsible for safeguarding Customer Data. To the extent any portion or component of the Platform or Services 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: (i) 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; (ii) the Subcontractors will be adequately trained by Reltio or its designee; and (iii) Reltio has secured and will maintain at all times insurance (except Workers Compensation Insurance) with regard to any Subcontractors in amounts equal to those Reltio carries on its own employees and personnel. Reltio shall be and will remain responsible for the performance of the Subcontractors under the Agreement as if Reltio, not the Subcontractors, were performing.

13.8. Subprocessors. Customer authorizes Reltio to use its Affiliates and third-party subprocessors to process Customer Data in connection with the provision of Services to Customer ("Subprocessor"). Customer may view the list of current Subprocessors at the following link [www.reltio.com/reltio-subprocessors/](http://www.reltio.com/reltio-subprocessors/). Reltio will notify Customer of any intended changes concerning the addition or replacement of its Subprocessors and provide Customer with the opportunity to object to such changes. If Customer reasonably objects to a Subprocessor, Customer must inform Reltio in writing within ten (10) days. If Reltio is unable to resolve Customer's objection, either party may, upon notice and without liability, terminate the Services that use the objected-to Subprocessor. Reltio will impose



data protection obligations upon any Subprocessor that are no less protective than those included in the Agreement (and associated DPA). Subject to the terms and conditions of Section 9 (Indemnification) and Section 10 (Limitation of Liability), Reltio shall remain liable to Customer for a Subprocessor's failure to fulfill its data protection obligations

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 the Agreement, due to failure or delay in fulfilling or performing any obligation, representation or warranty of the Agreement, to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including fire, floods, pandemic, embargoes, war, acts of war (whether war be declared), 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 (each, a "Force Majeure Event"). However, the foregoing shall not relieve Customer with respect to obligations related to payment of Fees and other charges under the Agreement provided and during the period that the Platform remains available and accessible to Customer.

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 the Agreement in its entirety, and its rights or obligations hereunder, by fact or act of corporate succession in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of the assigning party's assets to an assignee who agrees to be bound by all the terms and conditions of the Agreement in its entirety. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.11. No Modification of the Agreement. Notwithstanding any language to the contrary herein 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 the Agreement will be deemed to affect, modify, alter or expand the rights, duties or obligations of the parties hereunder, or otherwise modify the Agreement or be binding on Reltio, regardless of any failure of Reltio to refute or object to such term, condition or provision.

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

13.13. For Canada Only. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais. Customer has required that the Agreement and all documents relating thereto be drawn-up in English.