

Terms of Service

Terms of Service Agreement for the Matillion Hub

PLEASE READ CAREFULLY BEFORE USING THE SERVICE(S)

Welcome to the Matillion Hub (“Matillion Hub”, “Hub”), a service owned and operated by **Matillion Ltd.**, (Company Number: 7474948) which has its registered office at Station House, Stamford New Rd, Altrincham, WA14 1EP, United Kingdom (“Licensor”, “Matillion”, “we” or “us”). The following page explains the terms and conditions on which you are provided access to our billing services, software products and any other software, on line subscription service(s) or applications owned, controlled, or offered by Matillion and its affiliates available through <http://billing.matillion.com> (collectively, the “**Service(s)**”) or such other website address that we may specify from time to time (“**Website**”) in respect of Matillion’s proprietary software.

By accessing the Matillion Hub or using the Services, or by acknowledging your consent through any "clickwrap" interface required to access the Matillion Hub, you represent that you have read, understood and agree to be bound by the following terms of service (the “**Terms of Service Agreement**” or “**Agreement**”) and our privacy policy available at <https://www.matillion.com/legal/privacy> and by this reference incorporated herein (the “**Privacy Policy**”).

Please read the Agreement, a legal agreement between the Organization (as defined below) on whose behalf you have entered into this Agreement (“Customer”, “you”), carefully before proceeding and using the Services. Services may include standalone software products (the “**Software**”) which are offered subject to additional end user license terms for Software products found at Schedule 2 (together, the “EULA”). If there is an inconsistency between this Terms of Service Agreement and the Schedule 2 terms, the latter shall prevail. Capitalized terms used in this Agreement but not defined herein shall have the meanings ascribed to them in the EULA. Whenever you purchase a license to use Software via the Matillion Hub, you agree to all the terms of the relevant EULA for both you and any business or legal entity for which you are purchasing.

In addition, when you use any current or future Matillion service or visit or purchase from any business affiliated with us, whether or not included in the Matillion Hub, you also will be subject to the terms and conditions applicable to such service. If you do not want to agree to this Agreement, the Privacy Policy, or the EULA, you must cease using the Matillion Hub and refrain from using any Software or Services offered thereon.

Acceptance of Agreement

Your use of the Matillion Hub constitutes your acceptance of the terms and conditions outlined in this Terms of Service Agreement. The Agreement together with any Order Form constitute the

entire agreement between us and you concerning the subject matter of the Terms of Service Agreement and supersedes all prior or contemporaneous agreements, representations, warranties and understandings concerning the subject matter of the Terms of Service Agreement. Unless otherwise provided in such revision, any revision to this Terms of Service Agreement or part thereof will take effect when they are posted.

Privacy

Please review our [Privacy Policy](https://documentation.matillion.com/legal/docs/privacy-policy), which also governs your use of the Software, Services, the Matillion Hub and all information Matillion collects or that you provide to Matillion. By using the Matillion Hub, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. All information you provide, including but not limited to the use of any of the interactive features in the Software, Services or on the Matillion Hub, is governed by the Privacy Policy and our Data Processing Terms <https://documentation.matillion.com/legal/docs/data-processing-terms> attached here to as Schedule 1.

Registration

When you register on the Matillion Hub you agree to provide true, accurate, current and complete information about you and your Organization and to maintain and promptly update the information provided to keep it true, accurate, current and complete. You represent that you are authorized to enter into legal agreements on behalf of your Organization. You also represent that you are not a consumer and that your account will be used solely for business purposes. You further agree that you are not in violation of any trade secret or confidentiality agreement and otherwise have the right to provide all information you submit. In addition, you agree that you will comply with all policies of the Matillion Hub, including this Terms of Service Agreement. You agree not to use the Software, the Services or access the Matillion Hub with malicious intent. You also represent that you are not a person barred from receiving our Services under the laws of any applicable jurisdiction. If you do not comply with the foregoing conditions or any of the terms and conditions set forth in this Agreement, or we reasonably suspect that information provided by you is in violation of the foregoing conditions, you must not access or use the Matillion Hub and we have the right to suspend or terminate your account and refuse any and all current or future use of our Software and Services (or any portion thereof).

To register for an account online, you must have a valid email address. In addition to your email address, we ask that you provide us with your first and last name, and a password. If you do not provide us with registration information, your access to the Matillion Hub, Software and Services may be revoked. By providing your email address, you consent to receiving emails from Matillion.

We assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Matillion Hub, and that access may involve third-party fees (such as Internet service provider or mobile data charges). In addition, you must provide and are responsible for all equipment and

computing resources necessary to access and use the Software and Services, including third-party licenses for cloud computing resources.

IMPORTANT NOTICE:

- THE TERMS OF THE AGREEMENT INCLUDE, IN PARTICULAR, THE LIMITATIONS ON LIABILITY IN CLAUSES 2.6.2, 2.7, 13.10 AND 15.
- YOU HEREBY GRANT US THE RIGHT, AND REPRESENT AND WARRANT THAT YOU HAVE AUTHORITY TO GRANT SUCH RIGHT, TO INCLUDE YOU AND THE ENTITY YOU REPRESENT AS A CUSTOMER OR CLIENT ON PUBLISHED LISTS OF OUR CUSTOMERS OR CLIENTS.

You should print a copy of this Agreement for future reference.

We do not sell the Service(s), Software or Documents to you. We (or our licensors, as appropriate) remain the owners of the Service, Software and Documents at all times.

OPERATING REQUIREMENTS AND COMPATIBILITY

The Software and Services requires a compatible browser-enabled device which has IP connectivity to the Website (details of compatible browsers are set out at the Website from time to time).

BASIS OF CREDIT CONSUMPTION

Credits are consumed by usage based on the parameters set out in the Consumption Table (volume and nature of workload), and unique Active Users who have logged in to Matillion ETL, Matillion Data Loader or other chargeable Service accessed via the Matillion Hub within a Billing Month over the included quantity of users (5 or as defined in the Order Form). Billing is done on an hourly basis but is based on the usage per second. Seconds of usage are recorded and accumulated, including over the end of a Billing Month, until they add up to an hour (3600 seconds) to finally reach the charge of a Credit.

Credits purchased in an Order Form for a particular Software or Core Service may also be applied for usage of other Core Services during the same Subscription Term, unless you instruct us otherwise.

For MDL Services, consumption will be calculated when the job completes and the number of rows can be confirmed. Consumption will therefore fall into the Billing Month in which the completion occurs and Credits will be calculated based on the applicable volume metrics for that Billing Month. In some instances a small number of metadata rows are required to be processed as part of a pipeline and would count towards credit consumption.

The number of rows assessed in the consumption calculation will, in the case of a Change Data Capture (CDC) transaction be all the rows in the transaction log; in the case of a Batch

transaction it will be all the rows requested. In the event that a snapshot needs to be repeated because of a failure, only the initial snapshot per pipeline will be counted towards credit consumption; subsequent snapshots in a pipeline will be ignored. If a pipeline is deleted and recreated for any reason the initial snapshot of a new pipeline will be counted towards credit consumption.

Ongoing credit consumption may be viewed in the Matillion Hub where data will be updated hourly.

1. DEFINITIONS

Acceptable Use Restrictions has the meaning given to it in clause 6;

Account means an account subscribed for by the Owner on behalf of an Organization;

Administrator means an Authorized User who is granted administration rights in relation to the Service or Software by the Owner;

Active User means someone who logs into a Core Service or a Matillion ETL instance to develop or perform administrative functions. Every subscription includes 5 Active Users that can work across all Services in a Subscription. Each additional Active User is charged at 50 credits each Billing Month that they log into the Software or a Service, which allows fees to flex up and down according to a team's usage. Active Users are identified by unique usernames as determined by Matillion Hub

Authorized User means the Owner and those of the Organization's employees and other third parties (including agents and independent contractors) who are invited by the Owner (through the Service) to use the Software or Service;

Billing Month means the period commencing the second that an Active User clicks a button to associate an Instance or begin using a Service, creates a Hub account and links it to their Organization and ending one month later (example Feb 28th 17.57.31 to Mar 28th 17.57.30), when the next billing month will commence. This also applies to Free Subscriptions.

Batch Rows means each single row of data written to a table in the Target.

Change Data Capture (CDC) Rows means each "row" is an individual row-level change reported by the source database, along with each row of data in the full load snapshot and written into a file within the chosen storage Target.

Cloud Provider means a third-party infrastructure cloud provider (for example, Amazon Web Services, Google Cloud Platform, or Microsoft Azure) selected by you as part of the Registration Process;

Consumption Table means the table documenting the metrics for unit credit consumption per Core Service and volume of data (rows per month). The current table can be found here: <https://documentation.matillion.com/legal/docs/credit-breakdown>

Core Service means one of the services listed in the Service Level Agreement (“SLA”) for which a Customer who has an annual (or longer) Subscription will benefit from the SLA;

Credit means the smallest unit of charge for a Subscription, varying according to the particular service or product consumed as laid out in the consumption table (a copy of the current version of which is attached at Annex 1). Except as noted below regarding Rollover Credits, all unused Credits expire at the end of your Subscription;

Confidential Information means information that is proprietary or confidential and is either clearly labeled as such, identified as Confidential Information in clause 10.5 or clause 10.6 or would be regarded as confidential or proprietary by a reasonable business person;

Customer Data means the Extracted Data and the Loaded Data;

Customer Usage Obligations has the meaning given to it in clause 5;

Documents means the online or electronic documents provided by us from time to time in connection with the Software or Service which set out a description of the Software or Service and the user instructions for the Software/Service;

Edition means the level of Subscription which define any restrictions, available features, sizing limitations and applicability of SLAs as documented on our website and in the Matillion Hub. Current Editions are Free, Basic, Advanced and Enterprise.

Extracted Data means any data extracted by the Service from a Source;

Free Subscription means the provision of the Software or Service without charge on a limited-use basis;

Free Subscription Period means any period for which you use the Software or Service on the basis of a Free Subscription;

Intellectual Property Rights means all patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, website rights, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world:

Loaded Data means any data transferred or loaded by the Service to a Target;

Metadata means any data that we collect or produce relating to your use of the Software or Service and/or the Website, including the User Authentication Information and telemetry information that we collect in relation to your use of the Software or Service but excluding all Customer Data;

Order Form means the ordering documents for purchases hereunder, including addenda thereto that are entered into between You and Us from time to time. Order Forms shall be deemed incorporated herein by reference. These Terms of Service including mutually agreed variations and applicable signed Order Forms supersede any terms and conditions contained on any purchase order or similar document issued by you, and any such terms will have no force or effect. Any such additional or conflicting terms and conditions on any purchase order or other business form are hereby rejected by us;

Organization means:(a) if you are a sole trader, you;(b) if you are entering into the Agreement on behalf of a partnership, that partnership from time to time; or (c) if you are entering into the Agreement on behalf of a company, corporation or other body corporate, that company, corporation or other body corporate;

Overages Charges: means the additional charges payable if you continue to use the Software or Service(s) after all of your Credits have been consumed or have expired. The charges for credits consumed by such continued use of the Software or Service will be calculated at the published PAY-GO rate for that particular usage, uplifted by 20 (twenty) per cent for Mission Critical Support where you had elected that option on the original order, until the you and Matillion agree a new subscription term and/or you purchase further Credits under the terms of a separate contract;

Owner means the person who first subscribes for the Software or Service on behalf of the Organization and any replacement Authorized User that you may nominate for such purpose, subject to production of such evidence of the authority to make such nomination that we shall (in our absolute discretion) require;

PAY-GO is a payment option where the Subscription Fees are charged each month (on the same day of the month) in arrears for the number of whole Credits consumed during the time which the Software was available for use (switched "on" via the Cloud Provider management tools) or the Service was running during the previous Billing Month. The charges applicable are not dependent on the actual use of the Software (in the case of Matillion ETL) during such time; the charge is according to the Subscription that you have selected and number of active Users in each month.

Payment Scheme means the Subscription payment option selected by you in the Matillion Hub.

Permitted Purpose means your own internal data processing operations;

personal data has the meaning given to it in Part 1 of Schedule 1;

Pipeline means the activation of the Service to operate the transfer of data from a particular Source to a nominated Target on a scheduled basis;

Planned Downtime means Downtime resulting from scheduled maintenance;

Registration Process means the process whereby you identify yourself (and/or your business entity) and your selected Cloud Provider and Warehouse Provider using the webforms available on the Matillion Hub;

Rollover Credits refers to unused Credits at the end of a 12-month Subscription period. Provided that you renew your Subscription for an additional 12-months with at least as many Credits as the previous Subscription period, we will allow you to carry forward up to a maximum of 10% of the total Credits purchased in the prior 12-month period as Rollover Credits. Rollover Credits will be added to the total Credits purchased in the renewal Subscription. Unused Credits in excess of 10% will expire at the end of each Subscription;

Schedules means pipeline jobs that are set to run on a specific time schedule;

Software Run Time means when tomcat is running and the instance is available;

Source means a particular data source from which you use the Service to extract data;

Subscription means your subscription to the Software or Service, whether under a Free Subscription or for one or more Subscription Terms;

Subscription Fees means the fees payable by you to us in respect of your Subscription, as set out in an Order Form in writing prior to commencement of the relevant Subscription Term on a paid-for basis and as amended from time to time in accordance with clause 9.9 or otherwise agreed by us in writing from time to time; where no Order Form has been signed covering a particular credit consumption, the Pay-Go fees as specified by us on our listing on the Matillion Hub or an applicable Cloud Provider marketplace as updated by us from time to time and based on the options chosen by you shall apply;

Subscription Term means a period for which you contract to use the Software or Service on a paid-for basis, being 12 months or such other period as we may agree in writing prior to or upon commencement of the Subscription Term, including any Subscription Term that has renewed under clause 16.1, but excluding any Free Subscription Period;

Target means a database service or software to which you use the Service to load data;

Term means the period from the first day of your Subscription until your Subscription expires or is terminated in accordance with this Agreement;

Usage Parameters means the parameters and limits applicable to your and your Authorized Users' use of the Service(s) which are applicable to your Subscription, which may include the

number of Pipelines you may use and the number of data rows you may process in a given time period, as set out on the Website or as otherwise agreed by us in writing from time to time;

User Authentication Information means all information which we collect, store or produce in relation to Authorized Users for the purposes of authenticating Authorized Users' identities, including login details of Authorized Users.

Warehouse means the particular cloud service offering (for example, Snowflake, Amazon Redshift, Google BigQuery, Synapse, Delta Lake on Databricks, etc.) chosen as part of the Registration Process and in respect of which the particular Software has been developed by Matillion for use with;

Warehouse Provider means the relevant third-party provider of the Warehouse.

2. ACKNOWLEDGEMENTS

2.1. The terms of this Agreement apply to your Subscription, the Software, the Service(s) and the Documents. This Agreement shall apply to any updates or supplements to the Software, the Service(s) and the Documents, unless they come with separate terms, in which case those terms apply.

2.2. We may change these terms at any time. Your continued use of the Service will be subject to any such revised terms. Without prejudice to the foregoing, we agree to provide you with not less than 30 days' prior notice of any material change that we intend to make, or of any change that significantly impairs the functionality, unless:

2.2.1. such change is required in order to comply with law or regulatory requirements;
or

2.2.2. you are using the Service on the basis of a Free Subscription.

2.3. We may modify the Service and the Website from time to time by adding, deleting or modifying features.

2.4. Any person using your Account for the Software and/or Service(s) will be assumed to be authorized by you and to have obtained permission from and be acting with your authority. You agree to be responsible for ensuring that the Authorized Users comply with this Agreement and all applicable laws, for their use of the Software, Service(s) and the Documents and for any Authorized User's breach of this Agreement or applicable law.

2.5. If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Matillion Hub or portions of it using your user name, password

or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. Each Authorized User shall be issued an invitation to create a login with their own individual credentials. You shall ensure that each set of login credentials relates only to one individual (and not a shared account) and you shall ensure no individual uses another individual's login credentials. If you feel that your account has been compromised, you agree to contact us immediately at support@matillion.com.

2.6. You acknowledge that:

2.6.1. your use of the Service(s) may impact on the size and processing capabilities of the Sources and Targets while the Service is in use;

2.6.2. your use of the Software and/or Service is dependent on your IP connectivity to the Service(s) and the availability of the Sources and Targets (and their connectivity to the Service). No guarantee is therefore given that you or any Authorized User will be able to access the Service(s) at any given time and we shall have no liability if it is not accessible or operative at any given time;

2.6.3. it is your responsibility to ensure that your set-up of the Sources and Targets and the IP connectivity to the Software and/or Service(s) (including security set-up) is adequate for your use of the Software and/or Service(s); and

2.6.4. your use of the Software and/or Service(s) is dependent on having a compatible browser (details of compatible browsers from time to time are set out at the Website) and that modifying or upgrading your browser may adversely impact on your ability to use the Software and/or Service.

2.7. You acknowledge that the Software and Service(s) may enable or assist you to access and receive the services of, the website content of, to correspond with, and to purchase products and services from, third parties and that you do so solely at your own risk. We make no representation or commitment and shall have no liability or obligation whatsoever in relation to the products and services of, content or use of, the websites of, or correspondence with, any such third-party, or any transactions completed, and any contract entered into by you, with any such third party. Any contract entered into and any transaction completed with any third-party is between you and the relevant third party, and not us. We recommend that you refer to the third party's terms and conditions. We do not endorse or approve any third-party products or services nor the content of any of the third-party websites made available or accessed via the Service(s).

2.8. Any words following the terms "including", "include", "in particular" or "for example" or any similar phrase shall be construed as illustrative and shall not limit the

generality of the related general words. Clause headings shall not affect the interpretation of this Agreement. References to clauses are to the clauses of this Agreement.

2.9. An entity or person includes an individual, corporate or unincorporated body (whether or not having a separate legal personality) and that person's legal and personal representatives, successors or permitted assigns. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders

2.10. A reference to a statute or statutory provision is a reference to it as it is in force from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

3. **FREE SUBSCRIPTION / EDITION**

3.1. This clause 3 shall apply in respect of any Free Subscription. To the extent of any conflict between this clause 3 and the other provisions of this Agreement this clause 3 shall prevail in relation to a Free Subscription.

3.2. Where you use the Service on the basis of a Free Subscription, we grant you a non-transferable, non-exclusive right, without the right to grant sublicenses, to access and use the Service and the Documents, subject to the terms of this Agreement. Usage limits, as set out on the website or in the Matillion Hub will apply. **Usage in excess of those limits in a Billing Month may lead to automatic disabling of the Service until the start of the next Billing Month** or until you commence a Subscription, including on a PAY-GO basis, if earlier. We will never terminate a running pipeline part way through execution for billing reasons alone. We reserve all other rights. You shall ensure that:

3.2.1. only Authorized Users who the Owner permits to use the Service shall use the Service;

3.2.2. only Administrators authorized by the Owner are granted or allowed to exercise administration rights.

3.3. You acknowledge and agree that you are responsible for all activity and use undertaken by all Authorized Users in connection with the Software, Service(s) and/or the Documents.

3.4. Where you are using the Service under a Free Subscription you and the Authorized Users shall not use the Service in connection with any personal data. You warrant and undertake that no part of the Customer Data shall be personal data. You shall defend, indemnify and hold harmless us against all claims, actions, proceedings, losses, damages, expenses and costs (including legal fees) arising out of or in connection with your breach of this clause 3.4.

3.5. You shall not rely on the Service or use the Service for any business-critical operation during any Free Subscription Period.

3.6. You may only use one Free Subscription per Organization. You shall not be entitled to nor attempt to use or subscribe for more than one Free Subscription.

3.7. Without prejudice to any other rights or remedies expressly set out in this Agreement, either party may terminate a Free Subscription at any time and for any reason on written notice to the other party.

4. GRANT AND SCOPE OF LICENSE

4.1. Where the Software and/or Service(s) is to be provided for a Subscription Term, we grant you a non-transferable, non-exclusive right, without the right to grant sublicenses, to access and use the Software, Service(s) and the Documents during the Subscription Term, subject to the terms of this Agreement. We reserve all other rights. You shall ensure that Authorized Users shall be limited to only you and those of your employees, agents and independent contractors who you permit to use the Software and Service(s). You acknowledge and agree that you are responsible for all activity and use undertaken by all Authorized Users in connection with the Software, Service(s) and/or the Documents.

4.2. Subject to the terms of the Agreement, you and the Authorized Users may access, view, use and display the Software, Service(s) and the Documents only for the Permitted Purpose.

4.3. You undertake that your and the Authorized Users' use of the Service shall not exceed the Usage Parameters.

5. CUSTOMER USAGE OBLIGATIONS

5.1. Except as expressly set out in this Agreement, or as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties (and only to that extent) you shall:

5.1.1. not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documents (as applicable) in any form or media or by any means;

5.1.2. not attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;

5.1.3. not access nor use all or any part of the Software, Service(s) and Documents in order to build a product or service which competes with the Software, Service(s) and/or the Documents or copies or replicates any ideas, features, functions or graphics of the Software, Service(s) and/or the Documents;

5.1.4. not use the Software, Service(s) and/or Documents to provide services to or on behalf of third parties or for any purpose other than the Permitted Purpose;

5.1.5. not license, sell, rent, lease, transfer, assign, sublicense, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software, Service(s) and/or Documents available to any third party;

5.1.6. not attempt to obtain, or assist third parties in obtaining, access to the Software, Service(s) and/or Documents except as expressly permitted herein;

5.1.7. ensure that all Authorized Users comply with the terms of this Agreement;

5.1.8. comply with all laws and regulations with respect to your and all other Authorized Users' activities under this Agreement; or

5.1.9. comply with all technology control or export laws and regulations that apply to the technology used or supported by the Software and/or Service(s);

5.1.10. comply with our reasonable instructions in connection with the operation of the Service(s);

5.1.11. be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing your network connections and telecommunications links from your systems to the data centers on which the Software and/or Service(s) is hosted, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet; and

5.1.12. not use the Service(s) and/or the Documents in a way that could damage, disable, overburden, impair or compromise our security or interfere with other users; together the **"Customer Usage Obligations"**.

5.2. You agree to take reasonable precautions to prevent any unauthorized access to, or use of, the Software, Service(s) and/or the Documents and, in the event of any such unauthorized access or use, promptly notify us.

6. ACCEPTABLE USE RESTRICTIONS

You shall not:

6.1. introduce, access, store, distribute or transmit during the course of your use of the Software and/or Service(s), any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by rearranging,

altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices;

6.2. access, store, distribute or transmit during the course of your use of the Service(s), any material that:

6.2.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, including material harmful to children or violative of third-party privacy rights;

6.2.2. facilitates illegal activity;

6.2.3. depicts sexually explicit images;

6.2.4. promotes unlawful violence;

6.2.5. is discriminatory based on race, gender, color, religious belief, sexual orientation, disability; or

6.2.6. is otherwise illegal or causes damage or injury to any person or property; or

6.3. infringe our Intellectual Property Rights or those of any third party in relation to your use of the Service(s) or Documents; or

6.4. attempt to decipher any transmissions to or from the Service,

together the “**Acceptable Use Restrictions**”.

7. ADDITIONAL AUTHORIZED USERS

7.1. The Owner may, from time to time during the Term, invite additional persons to become Authorized Users and access the Software, Service and the Documents. Such additional Authorized Users shall be invited to create login details to access the Software and/or Service.

8. OUR COMMITMENTS

8. 1. This clause 8 shall not apply where you are using the Software or Service under a Free Subscription.

8.2. We shall, during the Term, provide the Software and/or Service(s) and make available the Documents to you on and subject to the terms of this Agreement.

8.3. We undertake that the Software and Service(s) will be provided substantially in accordance with the Documents.

8.4. The undertaking at clause 8.3 shall not apply to the extent of any non-conformance which is caused by or in connection with any breach by you of this Agreement, or modification or alteration of the Software or Service(s) by any party other than us or our duly Authorized contractors or agents.

8.5. If the Software or Service(s) does not conform with the undertaking at clause 8.3, we will, at our expense, use reasonable commercial endeavors to correct any such non-conformance promptly, or to provide you with an alternative means of accomplishing the desired performance. The remedies set out in this clause constitute your sole and exclusive remedy for any breach of the undertaking set out in clause 8.3.

8.6. We will use commercially reasonable endeavors to make the Service available 24 hours a day, seven days a week, except for:

8.6.1. We will use reasonable endeavors to give you at least 7 days' notice in advance of planned downtime; and

8.6.2. unscheduled maintenance, provided that, other than in case of critical failure or vulnerability, we have used reasonable endeavors to give you at least 6 hours' notice in advance.

9. PAYMENT TERMS

9.1. You shall pay the Subscription Fees and any other fees and charges payable to us under this Agreement in accordance with this clause 9.

9.2. The Subscription Fees shall be payable in advance on the first day of each Subscription Term unless otherwise agreed between us in an Order Form. If you have selected a PAYGO Subscription basis, you will be invoiced monthly in arrears for Credits consumed in the prior Billing Month.

9.3. You shall on or prior to the first day of your first Subscription Term provide to us and/or our appointed third-party provider of payment processing services (as set out on the Website or otherwise notified to you from time to time) (**Payment Services Provider**) and shall ensure that at all times during the Term we and/or such provider continue to hold, such financial details that we may reasonably require to raise invoices and to take payment in accordance with this Agreement, by such payment methods that we shall from time to time require. You shall take any steps necessary to facilitate us (where appropriate, via such provider) taking payment in accordance with this Agreement. By providing your credit card information to our third-party credit card processing partner, who may be your Cloud Provider if selected by you, you are agreeing to abide by the processor's terms and conditions and authorizing us to charge your card for the applicable license periods, any renewal periods, and any overages.

9.4. You agree to pay the Subscription Fees by such payment method that we may from time to time specify, or as otherwise agreed in an Order Form.

9.5. If we have not received payment of the Subscription Fees or any other fees or charges payable under this Agreement within 14 days after the relevant due date and/or if you have failed at any time to provide or maintain financial details in accordance with clause 9.3, and without prejudice to any other of our rights and remedies:

9.5.1. we may, without liability to you, disable your and your Authorized Users' password(s), account(s) and access to all or part of the Software and/or Service(s) and we shall be under no obligation to provide any or all of the Software and/or Service(s) while the Subscription Fees or other fees or charges concerned remain unpaid or the relevant financial information has not been provided or maintained;

9.5.2. we may at our discretion provide access to the Service on the basis of a Free Subscription and with the Usage Parameters applicable to a Free Subscription; and

9.5.3. interest shall accrue on a daily basis on any due amounts at an annual rate equal to 3% over the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

9.6. All Subscription Fees and other amounts payable in connection with this Agreement are:

9.6.1. non-cancellable and (save where expressly stated otherwise in this Agreement) non-refundable; When you cancel a Subscription from within your account settings, you cancel only future charges associated with the Subscription. Cancellations are effective at the end of the current Subscription period, and as such, we do not offer prorated refunds for cancelled Subscriptions. You will not receive a refund for the current Subscription period as you will continue to have the same access and benefits of your Subscription for the remainder of the Subscription period;

9.6.2. exclusive of applicable taxes and duties, including VAT and any applicable sales tax (including state sales and use tax), for which you may be additionally liable. If applicable, you agree to pay on demand the amount of any such tax or duty for which you are liable in relation to the Subscription Fees and any other amounts due to us. You will provide us with any information we reasonably request to determine whether we are obliged to collect VAT (or any other sales tax) from you, including your VAT identification number. If you are legally entitled to an exemption from any sales, use or similar transaction tax, you are responsible for providing us with legally-sufficient tax exemption certificates for each taxing jurisdiction. We will apply the tax exemption certificates to charges under your account occurring after the date we receive the tax exemption certificates. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount we receive, after any deduction or withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

9.7. Without prejudice to any other right or remedy, if at any time your use of the Service(s) exceeds the Usage Parameters, we may:

9.7.1. contact you to inform you that your usage has exceeded the Usage Parameters;

9.7.2. request that you limit your usage so that it conforms to the Usage Parameters or permit you to upgrade to a new Subscription with an available subscription tier which would not be exceeded by your actual usage, as set out in clause 9.8; and

9.7.3. if you do not upgrade to a Subscription with increased Usage Parameters within a reasonable period or such period that we may indicate, cap your usage of the Service(s) so that it may not exceed the Usage Parameters (or some of them); and

9.7.4. if you use more Credits than you have contracted to purchase, you will be charged for the Overage in the next Billing Month. If we are unable to collect payment for any Overage Charges, your account may be suspended until payment is made.

9.8. Where you enter into a new Subscription under clause 9.7.2 it shall be for a new Subscription Term of 12 months on our then-current prevailing charges applicable to such Subscription Term and subscription tier, taking into account any fees paid in respect of the unexpired period of your former Subscription Term.

9.9. We shall be entitled to change the Subscription Fees at any time upon not less than 30 days' notice, provided that such change shall take effect no earlier than the commencement of the next Subscription Term.

9.10. All amounts payable by you under or in connection with this Agreement shall be made by you without set-off, counterclaim, deduction or withholding.

9.11. Other than as expressly committed in this Agreement, we reserve the right to issue refunds at our sole discretion. If we issue a refund, we are under no obligation to issue the same or similar refund in the future.

10. CONFIDENTIALITY

10.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

10.1.1. is or becomes publicly known other than through any act or omission of the receiving party;

10.1.2. was in the other party's lawful possession before the disclosure;

10.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

10.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence.

10.2. Subject to clause 10.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than as required in order to comply with its obligations or exercise its rights under this Agreement.

10.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

10.4. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 10.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

10.5. You acknowledge that details of the Service(s), the Software and the Documents constitute our Confidential Information.

10.6. We acknowledge that the Customer Data is your Confidential Information.

10.7. The above provisions of this clause 10 shall survive termination of your Subscription, however arising.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. You acknowledge that all Intellectual Property Rights in the Software, Service(s) and the Documents anywhere in the world belong to us or our licensors, that Intellectual Property Rights in the Software, the Service and the Documents are licensed (not sold) to you, and that you have no Intellectual Property Rights in, or to, the Software, the Service and the Documents other than the right to use each of them in accordance with the terms of this Agreement.

11.2. You acknowledge that you have no right to:

11.2.1. have access to the Software other than via the Service;

11.2.2. have access to the Software in source-code form;

11.2.3. download the Software or a copy of it; or

11.2.4. install the Software on any computer or other device;

except that 11.2.1, 11.2.3 and 11.2.4 shall not apply where the Subscription is for Matillion ETL Software.

11.3. In the event of a claim that the Software, Service or the Documents infringes the Intellectual Property Rights of a third party, we may procure the right for you to continue using the Software, Service and/or Documents or replace or modify the Software, Service and/or Documents so that it becomes non-infringing or, if such remedies are not reasonably practicable, terminate your Subscription by notice. If your Subscription is so terminated, we shall return to you the relevant proportion of the Subscription Fees calculated on a pro rata basis for the remainder of the relevant Subscription Term in respect of which the Subscription Fees have been paid.

11.4. Provided that you comply with clause 12, we shall indemnify you and, at our option and, as set out in 12.1.4, defend you against:

11.4.1. any direct damages finally awarded to a third party by a court of competent jurisdiction (after all appeals have been exhausted) or agreed by us in settlement of any third-party claim made against you arising out of actual or alleged infringement of a third party's Intellectual Property Rights arising out of your use of the Software or Service in accordance with this Agreement (**IPR Claim**); and

11.4.2. all reasonably and properly incurred legal and other professional costs and expenses suffered or incurred by you directly in connection with defending or assisting us with defence of such IPR Claim.

11.5. You shall defend, indemnify and hold harmless us against all third-party claims, actions, proceedings, losses, damages, expenses and costs (including legal fees) arising out of or in connection with use of the Software, Service(s) and the Documents by you or any other Authorized User in breach of this Agreement.

12. CONDUCT OF CLAIMS

12.1. If any third party makes a claim against a party (**Indemnified Party**) in relation to a matter in respect of which the other party (**Indemnifying Party**) is to indemnify the Indemnified Party under this Agreement (**Claim**), or notifies the Indemnified Party of an intention to make a Claim, the Indemnified Party shall:

12.1.1. as soon as reasonably practicable, give written notice of the Claim to the Indemnifying Party, specifying the nature of the Claim in reasonable detail;

12.1.2. not make any admission of liability, agreement or compromise in relation to the Claim without the Indemnifying Party's prior written consent;

12.1.3. give such assistance and cooperation to the Indemnifying Party and its professional advisers that the Indemnifying Party or their professional advisers may reasonably require, including by giving such access to documents, personnel, and information that the Indemnifying Party may reasonably require and promptly providing the Indemnifying Party with any correspondence or documents received by the Indemnified Party in connection with the Claim;

12.1.4. take all reasonable steps to mitigate any loss the Indemnified Party may suffer or incur in connection with any event or circumstance which may give rise to a claim under clause 11.4 or 11.5.

13. CUSTOMER DATA

13.1. You represent and warrant that:

13.1.1. you own all right, title and interest in and to the Customer Data or that you have a license for or right to use the same;

13.1.2. you have the right to use the Service(s) in connection with each Source and Target; and

13.1.3. our provision to you of the Service(s) in accordance with this Agreement, including any access to Customer Data incident thereto, will not:

(a) infringe any third party's Intellectual Property Rights in and to the Customer Data; or

(b) cause a breach of any contract between you and any other person, which may include the provider of any Source or Target.

13.2. You shall defend, indemnify and hold harmless us against all claims, actions, proceedings, losses, damages, expenses and costs (including legal fees) arising out of or in connection with any breach of any representation or warranty set out in clause 13.1.

13.3. You shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Extracted Data and the Loaded Data.

13.4. You shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

13.5. You hereby grant us a non-exclusive, non-transferable, revocable, worldwide license during the Term to:

13.5.1. extract, process and aggregate the Extracted Data;

13.5.2. distribute the Loaded Data to the Targets; and

13.5.3. otherwise access, use, copy and distribute the Customer Data as may be required (i) to provide the Service(s) under this Agreement; (ii) to monitor, detect, prevent, reduce, or otherwise address fraud, risk, security, or technical issues; (iii) to enhance or improve the Platform for all Users; (iv) as required by Applicable Law; or (v) as otherwise permitted under this Agreement. Matillion acknowledges and agrees that it has no rights to and in the Customer Data save as otherwise set out in this Agreement.

in each case for the purpose of providing the Service to you.

13.6. You shall during the Term provide such assistance, cooperation and information as is required to facilitate access by the Service(s) to the Sources and Targets, which may include login details for the Sources and Targets, subject to the proper operation of the Service and any required application programming interfaces.

13.7. We shall own all right, title and interest in and to all of the Metadata that is not personal data.

13.8. The provisions of Schedule 1 shall apply in relation to personal data processed under or in connection with this Agreement. To the extent of any conflict between this clause 13 and Schedule 1, the provisions of Schedule 1 shall prevail.

13.9. We shall not store or retain the Customer Data, save to the extent temporary caching is necessary for the proper operation of the Service in respect of such Customer Data.

13.10. You agree that all storage and back-ups of Customer Data are your responsibility. You agree to make such backups and copies of the Customer Data as are reasonably required from time to time. You acknowledge and accept that we shall not be responsible for any loss, destruction or alteration of Customer Data.

13.11. Clause 13.10 is considered reasonable by the parties on the basis that in the event of any loss or damage to Customer Data which occurs in consequence of operation of the Service, you may carry out again the relevant processing via the Service and/or restore the lost or damaged Customer Data from the relevant Source or the latest back-up of such Customer Data you maintain (as appropriate).

14. SECURITY

14.1. This clause 14 shall not apply where you are using the Service under a Free Subscription.

14.2. We will, consistent with industry standard practices, implement and maintain physical, administrative and technical safeguards and other security measures designed:

14.2.1. to maintain the security and confidentiality of Customer Data while it is being processed or stored by the Service; and

14.2.2. to protect Customer Data from known or reasonably anticipated threats or hazards to its security, availability and integrity, including accidental loss, unauthorized use, access, alteration or disclosure,

in each case while it is being processed or stored by the Service. We will safeguard the Customer Data with at least the degree of care we use to protect our own sensitive information of a like nature and no less than a reasonable degree of care.

14.3. We will upon request provide you with a copy of, or online viewing access to, a summary of our security practices applicable to the Customer Data (“**Security Policy**”) and any material updates to our Security Policy. We will comply in our performance of our obligations under this Agreement with the Security Policy. Without limiting the generality of the foregoing, we will conduct regular penetration testing or other appropriate security testing and security audits and, upon your reasonable request, provide you with a copy of or online viewing access to reports summarizing such testing and audits. Such information may be provided as part of the Security Policy.

14.4. We will inform you promptly (but in any event within 72 hours) upon discovery of any actual or reasonably suspected compromise, unauthorized access to, alteration, loss, use or disclosure of, any Customer Data or any other breach of the confidentiality, security or integrity of Customer Data, in each case while such Customer Data is being processed or stored by the Service (each a “**Security Incident**”). We will investigate and conduct a root cause analysis of the Security Incident and take all reasonable steps to prevent further compromise, access, alteration, loss, use or disclosure of such Customer Data; provided however that no notice is required for, and Security Incidents do not include, “unsuccessful” security incidents, such as pings on a firewall, that do not represent a risk to the Customer Data. We will provide you written details and regular updates regarding our internal investigation of each Security Incident, and we will cooperate and work together with you to formulate and execute a plan to rectify all confirmed Security Incidents.

14.5. We will establish, implement, invoke when needed, and comply with a business continuity plan (“**Business Continuity Plan**”) that incorporates our contingency plans, recovery plans (including recovery point objective and recovery time objective) and risk controls designed to enable our continued performance under this Agreement consistent with any applicable recovery time objective specified therein.

15. LIMITATION OF LIABILITY

15.1. You acknowledge that the Software, Service and Documents have not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software, Service and Documents meet your requirements.

15.2. This clause 15 sets out each party’s entire financial liability (including any liability for the acts or omissions of its employees, agents and subcontractors) to the other party:

15.2.1. arising under or in connection with this Agreement;

15.2.2. in respect of any use of the Software, Service(s) and Documents or any part of them;
and

15.2.3. in respect of any representation, statement or tortious act or omission (including negligence and gross negligence) arising under or in connection with this Agreement.

15.3. Except as expressly and specifically provided in this Agreement:

15.3.1. you acknowledge that the Software and/or Service is a tool and that you are responsible for the use of such tool and accordingly you assume sole responsibility for results obtained from the use of the Software and/or Service and the Documents, and for conclusions drawn from such use. Accordingly, you agree to verify and test the results to ensure that they meet your requirements and that they are accurate based on the Customer Data and the use of the Software and/or Service(s);

15.3.2. you acknowledge and agree that transmissions are never completely private or secure. You understand that any instructions, message or information you send when using the Service may be read or intercepted by others;

15.3.3. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement;

15.3.4. the Software, Service and the Documents are provided on an "as is" and "as available" basis and you acknowledge that the Software and/or Service is not error, fault or bug free and that we shall have no liability to you for any such occurrences.

15.4. Nothing in this Agreement excludes a party's liability:

15.4.1. for death or personal injury caused by its negligence;

15.4.2. for fraud or fraudulent misrepresentation, or

15.4.3. for any other liability which may not be excluded by law, or

15.4.4. for payment or refund of Subscription Fees due.

15.5. Subject always to clause 15.4:

15.5.1. neither party shall be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, for any:

(a) loss of profits;

(b) loss of business;

(c) depletion of goodwill and/or similar losses;

(d) loss or corruption of data or information;

(e) pure economic loss; or

(f) special, indirect or consequential loss, costs, damages, charges or expenses however arising;

15.5.2. each party's total aggregate liability in contract (including in respect of any indemnity) tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, shall in respect of a Free Subscription be limited to US\$1,000.

15.5.3. each party's total aggregate liability in contract (including in respect of any indemnity), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, shall in respect of a Subscription Term be limited to the total Subscription Fees paid by you during the preceding 12-month period (or in respect of the first 12-month period, during that period); and

15.5.4. a party shall have no liability to the other party unless it is served notice in writing of the party's belief that it has a claim within 3 months of the date that party became aware of the claim or the circumstances giving rise to the claim.

15.6. Subject always to clause 15.4, but without prejudice to the other terms of this clause 15, we shall have no liability for any damage or loss which is caused by use of the Software, Service(s) and/or the Documents contrary to our instructions or in breach of this Agreement, or modification or alteration of the same by any party other than us or our duly Authorized contractors or agents

15.7. We do not warrant that your use of the Software or Service will be uninterrupted or error-free; or that the Software, Service, Documents and/or the information obtained through them will meet your requirements.

15.8. We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the operation or non-operation of any third-party service or software (including the Sources and Targets), or from the transfer of data over communications networks and facilities (including the internet) and you acknowledge that the Software, Service, and Documents may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

15.9. This Agreement shall not prevent either party from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

15.10. We warrant that we have and will maintain all necessary licenses, consents, and permissions necessary for the performance of our obligations under this Agreement.

16. Pre-GA OFFERINGS TERMS

16.1. We may make available to you pre-general availability features, services or software that are either not yet listed at <https://matillion.com> or identified as "Early Access," "Alpha," "Beta," "Preview" or a similar designation in related documentation or materials (collectively, "Pre-GA Offerings"). While Pre-GA Offerings are not Services or Software, your use of Pre-GA Offerings is subject to the terms of the Agreement applicable to Services (or Software, if applicable), as amended by this Section 16.

16.2. You may provide feedback and suggestions about the Pre-GA Offerings to us, and we may use any feedback or suggestions provided without restriction and without obligation to you.

16.3. PRE-GA OFFERINGS ARE PROVIDED “AS IS”, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND. Pre-GA Offerings (a) may be changed, suspended or discontinued at any time without prior notice to you and (b) are not covered by any SLA or indemnity. Except as otherwise expressly indicated in a written notice or the documentation for a given Pre-GA Offering, (i) Pre-GA Offerings may not be covered by support, (ii) the Data Processing and Security Terms do not apply to Pre-GA Offerings and Customer should not use Pre-GA Offerings to process personal data or other data subject to legal or regulatory compliance requirements, and (iii) our data location commitments set out in relation to GA services will not apply to Pre-GA Offerings.

16.4. With respect to Pre-GA Offerings, to the maximum extent permitted by applicable law, neither we nor our suppliers will be liable for any amounts in excess of the lesser of (A) the limitation on the amount of liability stated in the Agreement or (B) \$1,000. Nothing in the preceding sentence will affect the remaining terms of the Agreement relating to liability (including any specific exclusions from any limitation of liability). Your access to and use of any Pre-GA Offering is subject to any additional terms or restrictions on use.

17. TERM AND TERMINATION

17.1. Your Subscription shall commence on the first day of the Term and, unless terminated earlier in accordance with this Agreement:

1. in the case of a Free Subscription, shall continue until it is terminated in accordance with this Agreement; and
2. in the case of a Subscription on a paid-for basis, shall continue for the Subscription Term and shall automatically renew for another Subscription Term of the same duration as the preceding Subscription Term at the end of each Subscription Term (including any Subscription Term that has been so renewed), unless you provide notice that you don’t wish to renew at least 30 days before the renewal date. Notices can be sent by e-mail to notice@matillion.com.

17.2. We may terminate your Subscription, suspend or restrict access to, or restrict the performance of, the Service immediately if despite written notice of any of the following being served on you, within the given cure period:

17.2.1. you fail to make payment when due (30-day cure);

17.2.2. you commit a material or persistent breach of this Agreement (10-day cure); or

17.2.3. you breach any of the Usage Parameters, Customer Usage Obligations or the Acceptable Use Restrictions (10-day cure).

17.3. On termination or expiry of your Subscription for any reason:

17.3.1. all rights granted to you under this Agreement shall cease and your access to the Software, Service and Documents will be disabled;

17.3.2. you must immediately cease all activities Authorized by this Agreement, including your use of the Service and the Documents; and

17.3.3. you must immediately destroy all copies of the Documents then in your possession, custody or control.

18. COMMUNICATION BETWEEN US

18.1. If you wish to contact us in writing, or if any condition in this Agreement requires you to give us notice in writing, you must send this to us by email at legal@matillion.com. All communications and notices must be in the English language.

18.2. When you use the Services or send e-mails or other messages to us, you are communicating electronically and you consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Matillion Hub. You agree that, except as required in clause 13.3 all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

18.3. Any notice or communication relating to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution required or permitted under this Agreement will be in writing to the parties at the addresses set forth in this Agreement or at such other address as may be given in writing by either party to the other in accordance with this section and will be deemed to have been received by the addressee: (a) if given by hand, immediately upon receipt; (b) if given by overnight courier service, the first business day following dispatch; (c) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail; or (d) if given by email, immediately upon receipt.

19. EVENTS OUTSIDE A PARTY'S CONTROL

19.1. Neither party will be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under this Agreement, (with the exception of payment obligations), that are caused by any act or event beyond its reasonable control, including failure of public or private networks and connectivity ("**Event Outside a Party's Control**").

19.2. If an Event Outside a Party's Control takes place that affects the performance of its obligations under this Agreement:

19.2.1. its obligations will be suspended and the time for performance of its obligations will be extended for the duration of the Event Outside its Control; and

19.2.2. the party will use its reasonable endeavors to find a solution by which its obligations may be performed despite the Event Outside its Control.

20. OTHER IMPORTANT TERMS

20.1. We may in our sole discretion transfer and assign our rights and obligations under this Agreement to another organization, in the event of an acquisition, sale, merger, or change of control of Matillion but this will not affect your rights or our obligations under this Agreement.

20.2. You may only transfer or assign your rights or obligations under this Agreement to another person if we agree in writing, not to be unreasonably refused.

20.3. If a party fails to insist that the other party performs any of its obligations under this Agreement, or if it does not enforce its rights against that other party, or if it delays in doing so, that will not mean that it has waived its rights against the other party and will not mean that the other party does not have to comply with those obligations. If a party does waive a default by the other party, that will not mean that it will automatically waive any later default by that party.

20.4. Each of the provisions of this Agreement operates separately. If any court or competent authority decides that any of them are invalid, illegal or unenforceable, the remaining provisions will remain in full force and effect.

20.5. If any invalid, illegal or unenforceable provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provisions shall apply with whatever modification is necessary to give effect as far as possible to the commercial intention of the parties.

20.6. The law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend, in accordance with clause 20.7, on where you, the Customer, are domiciled.

20.7. You irrevocably agree for our exclusive benefit that if you are a) domiciled in the USA the courts of New York, New York or b) domiciled in the United Kingdom or elsewhere excluding the USA the courts of England, shall have exclusive jurisdiction (save as set out in clause 20.8) to hear and determine any suit, action or proceeding and to settle any dispute which may arise out of or in connection with this Agreement, its subject matter or formation (including non-contractual disputes or claims) and for such purposes you irrevocably submit to the jurisdiction of such courts.

20.8. Nothing in clause 20.7 shall limit a party's right to take injunctive proceedings against the other party in any court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any such other jurisdiction whether concurrently or not (unless precluded by applicable law).

20.9. This Agreement and any documents referred to in it constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

20.10. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

20.11. Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

20.12. This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns).

Schedule 1 Data Processing Terms

Part 1 Definitions

1. The definitions and rules of interpretation set out in the main body of the Agreement apply in this Schedule. In addition the following definitions apply in this Schedule:

controller has the meaning given to it in the Data Protection Legislation;

Customer Personal Data means personal data which we process under this Agreement in respect of which you are the controller;

Data Protection Legislation means all applicable laws and regulations relating to data protection and privacy in force from time to time in the UK, the EU and the United States, including the GDPR (as defined below), the California Consumer Privacy Act (“CCPA”) and any applicable national implementing or supplementary legislation and any successor, amendment or re-enactment, to or of the foregoing;

data subject has the meaning given to it in the Data Protection Legislation;

GDPR means, collectively, Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (“**EU GDPR**”) and the EU GDPR incorporated into the laws of the United Kingdom, pursuant to section 3 of the European Union (Withdrawal) Act 2018 (as amended, including by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019);

personal data has the meaning given to it in the Data Protection Legislation;

personal data breach has the meaning given to it in the Data Protection Legislation;

processing has the meaning given to it in the Data Protection Legislation;

processor has the meaning given to it in the Data Protection Legislation.

Part 2 Processing Terms

2.1. The parties to this Agreement hereby agree that they shall comply with their respective obligations under the Data Protection Legislation, to the extent that the Data Protection Legislation is applicable to any processing of Customer Personal Data in connection with this Agreement.

2.2. We acknowledge that, for the purposes of Data Protection Legislation, if we process any Customer Personal Data when performing our obligations under this Agreement, you are the controller. You acknowledge that we are the processor of Customer Personal Data. A general description of the scope, nature and purpose of processing by us, the duration of the processing and the types of personal data is set out below in this Schedule.

2.3. Without prejudice to the generality of paragraph 2.1, you shall ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to us for the duration and purposes of this Agreement so that we may lawfully use, process and transfer the Customer Personal Data in accordance with this Agreement on your behalf.

2.4. We shall, in relation to any Customer Personal Data processed in connection with the provision of the Service and the performance of our obligations under the Agreement:

2.4.1. only process the Customer Personal Data for the purpose set out in paragraph 2 of this Schedule and not for any other purpose unless we are acting on your documented written instructions or where otherwise required to do so by the laws of any member of the European Union or by the laws of the European Union or the United Kingdom applicable to us (**Applicable Law**). Where we are relying on Applicable Law as the basis for processing Customer Personal Data, we shall notify you of this before performing the processing required by the Applicable Law (unless prohibited by such Applicable Law);

2.4.2. ensure that we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, Customer Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Customer Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to

Customer Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

2.4.3. at your expense, provide reasonable assistance in responding to any request from a data subject and in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;

2.4.4. notify you without undue delay on becoming aware of a personal data breach in relation to the Customer Personal Data;

2.4.5. at your written direction, delete or return the Customer Personal Data and copies thereof to you on termination of this Agreement unless required by Applicable Law to store the Customer Personal Data; and

2.4.6. maintain complete and accurate records and information to demonstrate our compliance with this Schedule and allow for audits, including inspections by you or your designated auditor and immediately inform you if, in our opinion, an instruction infringes the Data Protection Legislation. You shall provide us with at least thirty business days' notice of any intention to conduct a visit or audit under this Schedule, unless such visit or audit is conducted in circumstances where we are found to be in material breach of our obligations under this Schedule.

2.5. You warrant and undertake that any processing of Customer Personal Data which is or may occur in accordance with this Agreement has a lawful basis and that any such Personal Data may properly be processed in accordance with the terms of this Agreement.

2.6. You generally authorise us to appoint such sub-processors to process the Customer Personal Data as we deem appropriate for the proper performance of the Agreement, provided that we shall impose contractual terms on the sub-processor which are no less onerous than those set out in this Schedule. We shall inform you of any intended changes concerning the addition or replacement of third-party processors, giving you the opportunity to object to such changes. We shall remain liable to you for the performance of such sub-processors' obligations.

2.7. You acknowledge and agree that, for the purpose of performing our obligations under the Agreement, we may process Customer Personal Data in and transfer Customer Personal Data to countries outside of the European Economic Area or the United Kingdom. We will comply with Data Protection Legislation when carrying out such cross-border data transfers.

2.8. Without prejudice to the generality of any other provisions of the Agreement, we may revise this Schedule by replacing it with any applicable standard clauses or similar terms from time to time (which shall apply when replaced by attachment to this Agreement).

Part 3 Details of processing

Subject matter and duration of the processing	<p>The Customer Personal Data which is provided by you to us or to which you grant us access in connection with the performance of the Service in relation to this Agreement.</p> <p>We shall only process the Customer Personal Data for as long as is required to comply with the provision of the Service under the Agreement or where we are required to store the Customer Personal Data to comply with Applicable Laws or for regulatory purposes.</p>
Nature and purpose of the processing	Processing of the Customer Personal Data in order to perform the Service in relation to this Agreement.
Type of personal data	The Customer Personal Data may include [CUSTOMER TO COMPLETE: <i>INSERT TYPES OF PERSONAL DATA</i>], and such other personal identifiers and data relating to data subjects whose details may be provided (or made available) to us by you in connection with the performance of the Service under the Agreement.
Categories of data subjects	Individuals whose details may be provided (or made available) by you in connection with the performance of the Service under the Agreement, including [CUSTOMER TO COMPLETE: <i>INSERT TYPES OF DATA SUBJECTS</i>].

Part 4 Third-party processors

Company	Purpose
Amazon Web Services, Inc	Hosting of services,
Auth0, Inc	Product Analytics
Datadog, Inc	Authentication
Headsup, Inc	Monitoring and Logging Management
Heap, Inc	Product Analytics
Hotjar Ltd.	Product Analytics
Intercom, Inc	Web Analytics
Marketo, Inc	Customer Engagement
Recurly, Inc	Marketing
Salesforce, Inc	Billing Management
Snowflake, Inc	Customer Relationship Management
	Product Analytics

Schedule 2 Additional Software Terms

The following additional end user licensing terms (EULA) together with the Agreement apply to the licensing of Matillion Software through the Matillion Hub where the software is downloaded to you cloud environment, and not provided on a software as a service basis.

The terms apply to the Software and to any of the services accessible through or provided in connection with the Software (Ancillary Services). These terms shall apply to any updates or supplements to the Software or the Ancillary Services, unless they come with separate terms, in which case those terms shall apply to the Ancillary Services

1. **Definitions: Customer Personal Data** has the meaning given as set out in Part 1 of the Data Processing Terms available at Schedule 1

User means you, your employees and other third parties (including agents and independent contractors) who use the Software, the Ancillary Services and/or the Documents, which are the subject of this EULA during a Billing Month;

2. **Other licences** :A list of open-source and third-party licenses, which relate to open-source and/or third-party software comprised within the Software, is available at <https://documentation.matillion.com/legal/docs/software-licenses>. You agree to comply (and procure compliance by all Users) with the terms of such licenses and acknowledge that your use of the Software is conditional upon your compliance with such licenses. This EULA does not confer any rights for you to use any third-party software independently from the Software.
3. **Updates / New releases**: From time to time updates to and new versions and/or releases of the Software and/or the Ancillary Services may be issued. You acknowledge that you may be required to accept the then current license terms before accepting any update and new versions and/or releases and that bugs and errors in the Software and/or the Ancillary Services may be fixed by way of update and new versions and/or releases. You agree that if you install RPM updates on your Instance running the Software, then any update and new versions and/or releases to the Software shall be on the basis that you accept and agree to the then current license terms, subject to any enduring variations to the standard terms that have been agreed in writing between us. The parties acknowledge and agree that the variations in this Agreement to Matillion's current standard Terms of Service Agreement are enduring variations over any subsequent changes to the license terms under this section, unless such changes are made pursuant to Clause 2.2 of the Agreement or necessitated by a change in the Software and/or the Ancillary Services.
4. **Limited Warranty**:

4.1. We warrant that:

the Software will, when properly used, perform substantially in accordance with the functions described in the Documents; and

(a) the Software will, when properly used, perform substantially in accordance with the functions described in the Documents; and

(b) that the Documents correctly describe the operation of the Software in all material respects,

for the Subscription period provided that you are on a current version (not older than 18 months since release date) of the Software (Warranty Period).

4.2. If within the Warranty Period you notify us in writing of any defect or fault in the Software as a result of which it fails to perform substantially in accordance with the Documents, we may replace or modify the Software so that it complies with the warranty at clause 8.1(a) or, if such remedy is not reasonably practicable or we fail to do so within 30 days from the date of you notifying us of the defect or fault, you may terminate this EULA immediately by giving us written notice. If you have a prepaid annual Subscription and this EULA is so terminated, we shall return to you the relevant proportion of the Subscription Fees calculated on a pro rata basis for the remainder of the year in respect of which the Subscription Fees have been paid.

4.3. The warranty does not apply:

(a) if the defect or fault in the Software or any Ancillary Service results from its use in breach of this EULA;

(b) if the use of the Software or the Ancillary Services is in breach any of the License Restrictions or the Acceptable Use Restrictions; or

(c) if there is an update (whether a new release or new version) to the Software or the Ancillary Services which corrects the failure to perform.

4.4. We may from time to time (but are under no obligation to) provide support services in connection with the Software (Support) as detailed in the Support documentation available at <https://support.matillion.com> (the Support Site). Support services shall constitute an Ancillary Service for the purposes of this EULA.

4.5. All Support and your use of the Support Site shall be subject to this EULA (including the Permitted Purpose, limitations of liability, License Restrictions and Acceptable Use Restrictions set out herein) except as expressly provided otherwise on the Support Site from time to time, and shall be subject to such additional policies, terms and conditions as may be set out on the Support Site from time to time.

5. Customer Data:

5.1. You acknowledge that all storage and processing of Customer Data is carried out by you on your Cloud Provider account or within your Warehouses. You agree to make a copy and image of the Customer Data prior to using the Software. You acknowledge and accept that we shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data.

5.2. You acknowledge and agree that we may process Customer Personal Data when providing Support, where you facilitate access to such Customer Personal Data. You shall only facilitate access to such Customer Personal Data if, and to the extent, strictly necessary for the provision of such Support and to the extent that it is lawful to do so.

5.3. If we process any Customer Personal Data on your behalf when providing Support (as defined above) then, if and to the extent that the Data Protection Legislation applies in respect of such processing, the parties agree that the Data Processing Terms available at <https://documentation.matillion.com/legal/docs/data-processing-terms> shall apply to this EULA.

5.4. In the event of any conflict between the Standard Contractual Clauses and any other provision of this EULA, the Standard Contractual Clauses shall prevail.

5.5. We will collect certain data fields to help us better understand our customers' use of the Software, including to assess the efficiency of components and features within the Software. Further details of the data fields we collect can be found at <https://documentation.matillion.com/docs/2971426>. You can activate or deactivate this functionality at any time by adjusting your user settings. We will only be able to collect telemetry data when this functionality, which is active by default, remains activated.

5.6. Even where the collection of telemetry data under Clause 7.6 has been switched off, we will still collect hourly, the following information solely for the purpose of enabling billing: time used, instance size and usernames.

6. Paid support

6.1. If you have elected to take our chargeable Software support option ("Mission Critical Support", "MCS"), the following terms and conditions shall also apply. <https://documentation.matillion.com/legal/docs/mission-critical-support>

Schedule 3 Service Level Agreement for Core Services

The following Service Level Agreement terms apply to Core Services offered on a paid Software as a Service basis only.