

Trifacta Federal End User License Agreement

BY EXERCISING ANY RIGHTS PROVIDED BELOW OR BY OTHERWISE USING THE TRIFACTA SOFTWARE (AS DEFINED BELOW) OFFERED BY TRIFACTA INC., A DELAWARE CORPORATION WITH AN OFFICE AT 575 MARKET ST., 11TH FLOOR, SAN FRANCISCO, CALIFORNIA 94105 ("TRIFACTA"), THIS ENTITY, INDIVIDUAL OR ORGANIZATION ("CUSTOMER") CONSENTS TO BE BOUND BY THIS AGREEMENT, OR, IF APPLICABLE, BY THE TERMS OF A CURRENTLY EFFECTIVE WRITTEN AGREEMENT REGARDING THE USE OF THE PRODUCT AND SIGNED BY AN AUTHORIZED AGENT OF CUSTOMER AND BY TRIFACTA.

1. LICENSE.

1.1 Trifacta Software; Trifacta Services. For the purposes of this Federal License Agreement, "Trifacta Software" shall mean: (a) the object code version of Trifacta's Software as specified on a Trifacta Order Form, and (b) any associated user documentation provided to Customer ("Documentation"), and (c) any updates, upgrades, and/or modifications of the foregoing which are provided to the Customer pursuant to the terms of this Agreement.

1.2 Limited License. Subject to the terms and conditions of this Federal License Agreement, during the License Term defined in the Trifacta Order Form, Trifacta grants to Customer a non-exclusive, non-transferable, non-sublicensable license to use the Trifacta Software for Customer's internal business purposes in accordance with the Documentation for the scope set forth on the Trifacta Order Form executed by Customer.

1.3 Restrictions. Customer shall not, and shall not authorize any third party to: (i) sublicense, use or duplicate the Trifacta Software, or any portion thereof, except as expressly authorized in this Agreement; (ii) use the Trifacta Software by, or for the benefit of any third party; (iii) modify, translate, or prepare derivative works based upon the Trifacta Software; (iv) reverse-compile or decompile, disassemble or otherwise reverse engineer the Trifacta Software, except to the extent expressly required to be permitted by applicable law; (v) rent, lease, loan, sell, transfer, or distribute the Trifacta Software or any copy or portion thereof, to any other person or entity; or (vi) alter,

remove, or obscure any copyright, trademark, or other proprietary notices or confidentiality legend on or in the Trifacta Software. Except for the license expressly granted by Trifacta to Customer under this Federal License Agreement, and Trifacta reserves all right, title and interests in and to the Trifacta Software and any derivative works derived therefrom, and all intellectual property rights therein. Customer shall be responsible and liable for any action or inaction of Customer's employees or contractors which is in violation of this Federal License Agreement.

1.4 Support. Trifacta shall provide Support for the Trifacta Software and the Trifacta Services as during the License Term in accord with Trifacta's then-current support policies.

2. CONSIDERATION. The Fee for the Trifacta Software during the License Term shall be as set forth on the Trifacta Order Form executed by Customer and Customer agrees to receive marketing communications and other solicitations and materials from Trifacta, as determined by Trifacta in its sole discretion Trifacta may change the Fee for any Renewal Term by providing Customer not less than thirty (30) days prior notice. All fees paid under this Federal License Agreement (collectively "Fees") shall be payable in U.S. dollars and are due within thirty (30) days of Trifacta's invoice. Excluding taxes based on Trifacta's income, Customer is liable for all taxes, duties and customs fees associated with the Fees, whether or not Trifacta invoices Customer for such taxes, duties or customs fees. Past due accounts shall be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law. Except as otherwise expressly provided in this Federal License Agreement, Customer shall not be entitled to any refund of any Fees paid for the Trifacta Software and/or the Trifacta Services.

3. TERM AND TERMINATION. The term of this Federal License Agreement shall commence on the earlier of the date this Federal License Agreement is accepted by the Customer or the date Customer installs or otherwise accesses the Trifacta Software (the "Effective Date") and shall continue for the term set out on the Trifacta Order Form executed by Customer , subject to termination as set forth in this Section 3. This Agreement may be terminated by Trifacta pursuant to FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, provided that Trifacta may request cancellation or

termination of this Agreement if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process. Upon any expiration or termination of this Federal License Agreement: (a) all licenses and rights granted by Trifacta to Customer hereunder shall terminate; and (b) Customer will cease all use of the Trifacta Software; and (c) and Customer shall immediately return to Trifacta the Trifacta Software and any Trifacta Confidential Information subject to the requirements of the Freedom of Information Act, 5 U.S.C. §552. The provisions of Sections 1.3, 2, 2.1, 4, 5, 6 and 7 shall survive and remain effective after the effective date of termination or expiration of this Federal License Agreement.

4. INDEMNIFICATION.

4.1 Indemnification by Trifacta. Trifacta shall defend Customer (including payment of attorneys' fees, expert fees and court costs) from any third party claims that the Trifacta Software and/or the Trifacta Solution infringe any patent, copyright or other proprietary right and shall indemnify Customer from any amounts assessed against Customer in a resulting judgment or amounts to settle claims. If Customer's use of the Trifacta Software and/or the Trifacta Solution is (or in Trifacta's opinion is likely to be) enjoined, Trifacta may terminate this Federal License Agreement and Customer's right to use the Trifacta Software and the Trifacta Solution. Trifacta shall have no obligations under this Section to the extent any infringement claim is based on: (a) any modification or alteration to the Trifacta Software or the Trifacta Solution not made by Trifacta; (b) any combination or use of the Trifacta Software or the Trifacta Solution with products or services not approved by Trifacta in writing; (c) Customer's continuance of allegedly infringing activity after being notified thereof; and/or (d) use of the Trifacta Software or the Trifacta Solution not in accordance with the terms of this Federal License Agreement. The remedies set forth in this Section constitute Customer's sole and exclusive remedies, and Trifacta's entire liability, with respect to infringement or misappropriation of third-party intellectual property.

4.2 Indemnification by Customer. Customer shall defend Trifacta (including payment of attorneys' fees, expert fees and court costs) from any third-party claims arising out of any breach by Customer of this Federal License Agreement.

4.3 Conditions of Indemnification. Each party's indemnification obligations under this Section 4 are conditioned on (a) prompt written notice of any claim; (b) the ability to control and direct the defense or settlement of any claim; and (c) all reasonable assistance in connection with the defense or settlement of any claim.

5. DISCLAIMER; LIMITATION OF LIABILITY.

5.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TRIFACTA SOFTWARE AND ANY MATERIALS OR SERVICES PROVIDED BY TRIFACTA ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. TRIFACTA DOES NOT GUARANTEE THAT THE TRIFACTA SOFTWARE, DOCUMENTATION OR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS. TRIFACTA AND ITS SUPPLIERS DO NOT WARRANT THE RESULTS OF USE OF THE TRIFACTA SOFTWARE ARE BUG/ERROR FREE OR THAT ITS USE WILL BE UNINTERRUPTED. EXCEPT FOR TRIFACTA'S OBLIGATIONS UNDER SECTION 4 OF THIS FEDERAL LICENSE AGREEMENT, (A) CUSTOMER'S SOLE REMEDY AND TRIFACTA'S SOLE LIABILITY FOR ANY BREACH OF THIS FEDERAL LICENSE AGREEMENT SHALL BE TO TERMINATE THE AGREEMENT, CEASE ALL USE OF THE TRIFACTA SOFTWARE AND THE TRIFACTA SERVICES; AND IMMEDIATELY RETURN TO TRIFACTA THE TRIFACTA SOFTWARE AND THE TRIFACTA SERVICES, ALL DUPLICATES, AND ANY TRIFACTA CONFIDENTIAL INFORMATION SUBJECT TO THE REQUIREMENTS OF THE FREEDOM OF INFORMATION ACT, 5 U.S.C. §552.

5.2 EXCLUDING CUSTOMER'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. §§ 3729-3733, (A) IN NO EVENT SHALL TRIFACTA BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR COSTS, INCLUDING LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES OR COSTS; AND (B) IN NO EVENT WILL THE

AGGREGATE LIABILITY OF TRIFACTA UNDER THIS AGREEMENT (UNDER ANY THEORY OF LIABILITY) EXCEED THE FEES RECEIVED BY TRIFACTA FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM, WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE.

6. CONFIDENTIAL INFORMATION. Customer acknowledges that it may receive from Trifacta confidential information relating to Trifacta. That information shall belong solely to Trifacta and includes, but is not limited to, the terms of this Federal License Agreement and other technical, business, marketing and financial information, and any data not previously known that could reasonably be considered confidential or proprietary ("Confidential Information"). Confidential Information shall not include information which: (i) is already known to Customer prior to disclosure by Trifacta; (ii) becomes publicly available without fault of Customer; (iii) is rightfully obtained by Customer from a third party without restriction as to disclosure; or (iv) is approved for release by written authorization of Trifacta. During and after the term of this Federal License Agreement, Customer shall: (y) not use (except as expressly authorized by this Federal License Agreement) or disclose Confidential Information without the prior written consent of Trifacta; and (z) take all reasonable measures to maintain the Confidential Information in confidence. Information shall not be deemed confidential if it becomes public without breach of this Federal License Agreement by Customer. The Trifacta Software and all technical information relating thereto shall be considered Confidential Information of Trifacta. Customer may disclose Confidential Information to the extent required by law, provided that Customer gives Trifacta reasonable advance notice of the required disclosure and the opportunity to obtain appropriate confidential treatment for the Confidential Information. Trifacta may disclose aspects of this Federal License Agreement to its licensors to the extent required under the agreement with the licensor. Trifacta will be free to use any data, metadata and information it so collects relating to the Trifacta Software and may allow others to do so. Trifacta acknowledges that Customer's obligations pursuant to Section 6 are subject to the Freedom of Information Act, 5 U.S.C. §552 as well as any relevant order of a United States Federal Court.

7. GENERAL:

7.1 Compliance with Laws; Export Control. Customer shall use the Trifacta Software in compliance with all applicable laws, statutes, rules and regulations. Except as expressly permitted in this Federal License Agreement, Customer shall not export or import the Trifacta Software (including any Documentation) or any technical information provided under this Federal License Agreement.

7.2 Assignment. Neither this Agreement, nor any rights, licenses or obligations hereunder, may be assigned by Customer except pursuant to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements.

7.3 U.S. Government End-Purchaser. As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, all Trifacta Software and Trifacta Services and accompanying documentation provided by Trifacta are “commercial items,” “commercial computer software” and/or “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by these terms and shall be prohibited except to the extent expressly permitted by these terms.

7.4 Marketing. Customer consents to Trifacta’s use of Customer name and logo and general description of Customer’s relationship with Trifacta in press releases and other marketing materials and appearances.

7.5 Miscellaneous. Should any term of this Federal License Agreement be declared void or unenforceable by any court of competent jurisdiction, that provision shall be modified, limited or eliminated to the minimum extent necessary and the declaration shall have no effect on the remaining terms hereof, which shall continue in full force and effect. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder. This Agreement shall be governed by and construed in accordance with the laws of the United States, the FAR, the Contracts Disputes Act 41 U.S.C. §§ 7101-7109 and, to the extent not limited by the foregoing, the State of California. This Federal License Agreement sets forth the entire

agreement of the parties with respect to the subject matter contained herein, and no oral or written statement or representations not contained in this Federal License Agreement shall have any force or effect. Customer's representative identified herein represents and warrants that he/she has the authority to bind Customer to the terms herein. This Federal License Agreement may be amended only upon the written consent of both parties. In the event the parties enter into, or have entered into a formal written agreement, including, without limitation an agreement which the parties have electronically signed, the terms of that agreement shall control over the terms of this Federal License Agreement.