

Cloudera Online Services

Terms of Service

Last Updated February 11, 2025

THESE CLOUDERA ONLINE SERVICES TERMS OF SERVICE (THE “*TERMS*”), TOGETHER WITH ORDER TERMS (AS DEFINED BELOW), GOVERN CUSTOMER ACCESS TO AND USE OF CLOUDERA ONLINE SERVICES AND CONSTITUTE AN AGREEMENT BETWEEN CUSTOMER AND CLOUDERA, INC. AND ITS AFFILIATES (“*CLOUDERA*”).

BY ACCEPTING THESE TERMS, EITHER BY (A) CLICKING A BOX OR BUTTON INDICATING ONLINE ACCEPTANCE, OR (B) EXECUTING AN ORDER FORM THAT INCORPORATES THESE TERMS BY REFERENCE (THE DATE OF SUCH CUSTOMER ACCEPTANCE, THE “*EFFECTIVE DATE*”), CUSTOMER AGREES TO BE BOUND BY THESE TERMS BUT SOLELY IN CONNECTION WITH CUSTOMER’S USE OF CLOUDERA ONLINE SERVICES.

IF THE INDIVIDUAL ACCEPTING THESE TERMS IS ACCEPTING ON BEHALF OF AN ENTITY, SUCH INDIVIDUAL REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS, AND THE TERM “CUSTOMER” WILL REFER TO SUCH ENTITY. IF THE INDIVIDUAL ACCEPTING THESE TERMS DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH ANY OF THE TERMS OR CONDITIONS SET FORTH HEREIN, SUCH INDIVIDUAL MUST NOT ACCEPT THESE TERMS AND MAY NOT USE CLOUDERA ONLINE SERVICES.

1. DEFINITIONS. The following capitalized terms have the meanings set forth below. Other terms may be defined in the context of their use elsewhere in these Terms.

1.1 “*Account Data*” has the meaning set forth in the Cloudera Product & Service Data Policy.

1.2 “*Affiliate*” means a legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights or controls or is under common control with such legal entity. For purposes of this definition, “control” means the direct or indirect possession of the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by management agreement, by contract, or otherwise. Any such entity will be considered an Affiliate only for such time as such interest or control is maintained.

1.3 “*Agreement*” means, with respect to any Order Terms, collectively the Order Terms and these Terms.

1.4 “*Authorized Partner*” means a reseller or distributor authorized by Cloudera to resell Cloudera offerings.

1.5 “*Authorized Partner Order Details*” means, in the case that Customer purchases a Subscription through an Authorized Partner, the following information as documented between the Authorized Partner and Cloudera: (a) Customer name and contact information; (b) the specific Cloudera Online Services Subscription purchased by Customer; (c) any applicable quantities and/or usage limitations related to the purchased Subscription; and (d) other terms that apply to such Subscription.

1.6 “*Authorized Partner Transaction*” means a transaction: (a) pursuant to which Customer has purchased a Subscription through an Authorized Partner; and (b) for which Cloudera will provide such Subscription to Customer in accordance with the Authorized Partner Order Details.

1.7 “*Authorized User*” means an employee or agent of Customer who is authorized by Customer to use the Cloudera Online Services on Customer’s behalf.

1.8 “*Cloudera Online Services*” means the online services offerings as identified in the applicable Order Form that are provided by Cloudera, using hosted Cloudera Software, as cloud-based services. Cloudera Online Services may also utilize Cloudera Software, which is distributed to Customer.

1.9 “*Cloudera Portal*” means the Cloudera web site through which Cloudera provides access to the Cloudera Online Services.

1.10 “*Control Plane Data*” has the meaning set forth in the Cloudera Product & Service Data Policy.

1.11 “*Cloudera Product & Service Data Policy*” or “*Data Policy*” is Cloudera’s policy which describes Cloudera’s collection, use, storage, and otherwise processing of data related to Customer (including any Customer Affiliate) and to Customer’s use of Cloudera products and services in connection with agreements or terms and conditions in place between the parties. The Cloudera Product & Service Data Policy can be found at the following link: <http://www.cloudera.com/legal/policies.html>.

1.12 “*Cloudera Software*” means, for purposes of the Agreement, the hosted software that is part of a Cloudera Online Service, or any software distributed to Customer as part of and/or to enable the delivery of Cloudera Online Services (including software deployed to a Workload Environment and/or On-Premise/Private Cloud Environment, as such terms are defined in the Cloudera Product & Service Data Policy).

1.13 “*Diagnostic and Telemetry Data*” has the meaning set forth in the Cloudera Product & Service Data Policy.

1.14 “*Documentation*” means the applicable documentation made available by Cloudera within the Cloudera Portal or at the following link: <https://docs.cloudera.com/documentation/index.html>.

1.15 “*Free Trial Services*” means a trial offering of Cloudera Online Services provided by Cloudera free of charge solely for the purpose of enabling evaluation of Cloudera Online Services prior to the potential purchase of such Cloudera Online Services.

1.16 “*Intellectual Property Rights*” means all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.

1.17 “*Open Source Software*” means any Third-Party Software and the functionalities therein, as included in or distributed with Cloudera Online Services, which are generally available and obtained by Cloudera via an inbound license as freeware, shareware, or open source software under the Mozilla Public License, BSD, GNU General Public License or the Apache Software License, or under or pursuant to similar licensing or distribution models. For the avoidance of doubt, Open Source Software shall remain categorized as Open Source Software for the purposes of interpreting these Terms despite subsequent modifications by Cloudera prior to distribution to Customer.

1.18 “*Order Form*” means: (a) an ordering document entered into between Cloudera and Customer that references these Terms; or (b) a Registration Form that has been completed and submitted by Customer through the Cloudera Portal.

1.19 “*Order Form Effective Date*” means: (a) with respect to an ordering document entered into by Cloudera and Customer, the date on which such ordering document is executed; and (b) with respect to a Registration Form, the date on which Customer submits the completed Registration Form through the Cloudera Portal.

1.20 “*Order Terms*” means: (a) if Customer procures Subscriptions directly from Cloudera, the terms of the applicable Order Form; or (b) if Customer procures Subscriptions through an Authorized Partner, the Authorized Partner Order Details.

1.21 “*Policies*” means, collectively, the Cloudera Product & Service Data Policy, the Privacy Statement, the Pricing and Billing Terms (as defined in Section 6.1), and any other policy or terms referenced in, or incorporated into, these Terms.

1.22 “*Privacy Statement*” or “*Privacy Policy*” means the Cloudera Privacy Statement available at <http://www.cloudera.com/legal/policies.html>, as may be updated by Cloudera from time to time.

1.23 “*Registration Form*” means a page or form on the Cloudera Portal through which Cloudera offers the ability to register for, and procure access to, Cloudera Online Services.

1.24 “*Sample Data*” means any sample data that may be provided by Cloudera for use with Free Trial Services, including without limitation, in a Cloudera Sample VPC.

1.25 “*Sample VPC*” means a virtual private cloud environment procured by Cloudera from a third-party public cloud vendor that is pre-configured by Cloudera and that may be made accessible by Cloudera to Customer for use with Free Trial Services.

1.26 “*Subscription*” means a Cloudera offering that provides Customer the right to access and use the Cloudera Online Services, along with associated Support Services, during the term of the applicable Subscription Period.

1.27 “*Subscription Period*” means the period of time for which Customer is purchasing and will be entitled to the benefits of the applicable Subscription. The length of Subscription Periods and terms regarding the renewal of Subscription Periods are set forth in Section 7.2.

1.28 “*Support Services*” means the technical support and maintenance provided by Cloudera and included as part of Subscriptions for Cloudera Online Services. Details regarding Support Services are set forth in Section 2.5 below.

1.29 “*Technical Support Data*” has the meaning set forth in the Cloudera Product & Service Data Policy.

1.30 “*Third-Party Software*” means the copyrighted, patented and/or otherwise legally protected software and/or material of third parties that is licensed to, sublicensed to, and/or otherwise distributed and/or made available by Cloudera to Customer. For avoidance of doubt, Third-Party Software includes Open Source Software.

1.31 “*Update*” means a new minor release of a Cloudera Online Service providing patches, bug fixes and other such modifications, resulting in an increase in the release version number to the right of the decimal point, as in x.1 to x.2.

1.32 “*Upgrade*” means a new major release of a Cloudera Online Service providing substantially new features, functionality, and/or enhancements, resulting in an increase in the release version number to the left of the decimal point, as in 1.x to 2.x.

2. CLOUDERA ONLINE SERVICES.

2.1 Access to and Use of Cloudera Online Services. Subject to the terms of the Agreement, Customer and Authorized Users may access and use the Cloudera Online Services, during the Subscription Period, solely for Customer’s internal business purposes and in accordance with applicable Documentation.

2.2 License Grant for Distributed Cloudera Software. Subject to the terms of the Agreement, Cloudera grants to Customer a worldwide, revocable, non-exclusive, non-transferable, and non-sublicensable license to use Cloudera Software, solely (a) during the applicable Subscription Period, (b) for Customer’s internal business purposes, and (c) in accordance with applicable Documentation. Upon expiration of such Subscription Period or any earlier termination as provided in the Agreement, Customer will cease using Cloudera Software and return or destroy all copies of Cloudera Software. This Section 2.2 (including the grant of license) applies only to Cloudera Software, which is distributed to Customer as part of and/or to enable the delivery of Cloudera Online Services.

2.3 Restrictions. Customer may not: (a) make the Cloudera Online Services or Cloudera Software available to anyone other than Authorized Users, or use the Cloudera Online Services or Cloudera Software for the benefit of anyone other than Customer or its Affiliates, unless expressly agreed otherwise by Cloudera in writing; (b) use the Cloudera Online Services or Cloudera Software in any manner that violates the Cloudera Product & Service Data Policy (including, without limitation, acceptable use requirements therein); (c) sell, resell, license, sublicense, distribute, make available,

rent or lease the Cloudera Online Services or Cloudera Software, or include the Cloudera Online Services or Cloudera Software in a service bureau, outsourcing, or hosted service offering; (d) modify, copy, or create derivative works based on the Cloudera Online Services, Cloudera Software, or any part, feature, function, or elements thereof; (e) frame or mirror any part of the Cloudera Online Services; (f) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile the Cloudera Online Services or Cloudera Software; (g) access or use the Cloudera Online Services, Cloudera Software, or any portion thereof to build a competitive product or service; (h) access or use the Cloudera Online Services or Cloudera Software for purposes of monitoring availability, performance or functionality of the Cloudera Online Services or Cloudera Software, or for any benchmarking or competitive purposes; (i) use the Cloudera Online Services or Cloudera Software as part of any application controlling aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, weaponry systems, or any similar high-risk scenario; (j) disable, tamper with or otherwise alter any metering capabilities within the Cloudera Online Services, which metering capabilities are used to determine Customer's Subscription usage for billing purposes; or (k) otherwise use the Cloudera Online Services or Cloudera Software except as expressly permitted under the Agreement.

2.4 Cloudera Product & Service Data Policy.

2.4.1. Cloudera will maintain commercially reasonable administrative, physical and technical safeguards designed to protect the security, confidentiality, integrity, and availability of the Cloudera Online Services.

2.4.2. The Cloudera Product & Service Data Policy applies to and governs Customer's use of the Cloudera Online Services. Customer agrees to comply with, and be bound by, the Cloudera Product & Service Data Policy, which the parties agrees is incorporated in these Terms by reference.

2.5 Support Services. Cloudera will use commercially reasonable efforts to provide technical support and maintenance services for Cloudera Online Services as set forth at [Cloudera Support Services Policy](#). Cloudera may update such policies and/or support terms from time to time. Any updates to the terms applicable to Support Services made during any then-current Subscription Period will not apply until the start date of the next Subscription Period. The Support Services include the provision of Updates and Upgrades to the Cloudera Online Services, when and if such Updates or Upgrades are made generally available.

3. THIRD-PARTY SOFTWARE

3.1. Notwithstanding any terms to the contrary in the Agreement, Customer acknowledges and agrees that: (a) the Cloudera Software contains Third-Party Software; and (b) in addition to the terms of the Agreement, its use is further subject to the terms of licenses applicable to the Third-Party Software. Customer hereby acknowledges that Cloudera makes a list of Third-Party Software available to Customer: (i) with Cloudera's Documentation; (ii) in the Cloudera notice file that accompanies the Cloudera Software; and/or (iii) in another reasonable manner. Further, Customer hereby

acknowledges that third party suppliers may disclaim and make no representation or warranty with respect to such Third-Party Software or any portion thereof, and assume no liability for any claim that may arise with respect to such Third-Party Software or Customer's use or inability to use the same.

3.2. NOTWITHSTANDING ANY OF THE TERMS IN THE THIRD-PARTY LICENSES, THE AGREEMENT OR ANY OTHER AGREEMENT CUSTOMER MAY HAVE WITH CLOUDERA, CLOUDERA: (A) PROVIDES THIRD-PARTY SOFTWARE TO CUSTOMER AS-IS, WITHOUT WARRANTIES OF ANY KIND; (B) DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES WITH RESPECT TO THIRD-PARTY SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (C) IS NOT LIABLE TO CUSTOMER, AND WILL NOT DEFEND, INDEMNIFY, OR HOLD CUSTOMER HARMLESS FOR ANY CLAIMS ARISING FROM OR RELATED TO THIRD-PARTY SOFTWARE; AND (D) WITH RESPECT TO THE THIRD-PARTY SOFTWARE, CLOUDERA IS NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES RELATED TO LOST REVENUE, LOST PROFITS, LOSS OF INCOME, LOSS OF BUSINESS ADVANTAGE OR DAMAGE TO, OR UNAVAILABILITY, LOSS OR CORRUPTION OF, DATA.

4. FREE TRIAL SERVICES; SAMPLE VPCS AND SAMPLE DATA.

4.1 Subscription to Free Trial Services. If Customer submits a completed Order Form or Registration Form for Free Trial Services, Cloudera will make the Cloudera Online Services available to Customer on a trial basis free of charge beginning on the date that Customer submits such Order Form or Registration Form, as applicable, until: (a) the end of the Subscription Period as set forth in the applicable Order Form or Registration Form, or if none is specified in the applicable Order Form or Registration Form, then 30 days from the date of Customer's submission of the applicable Order Form or Registration Form; or (b) termination of the Free Trial Services by Cloudera in its sole discretion (the "*Trial Subscription Period*"). Cloudera may, in its sole discretion, extend the Trial Subscription Period by continuing to provide Customer with access to the Free Trial Services. Any such extension will be considered part of the Trial Subscription Period. Additionally, Cloudera may, in its sole discretion, provide Customer with free trial access to the Cloudera Online Services without the requirement that Customer complete an Order Form. Such Cloudera Online Services will, nonetheless, be treated as Free Trial Services under these Terms, and, in such case, the applicable "*Trial Subscription Period*" will be the period beginning on the date when Cloudera first provides Customer with access to the Cloudera Online Services and ending on the date on which Cloudera notifies Customer that the Trial Subscription Period is ending. With regard to Free Trial Services, Customer may access and use the Cloudera Online Services during the Trial Subscription Period solely for the purposes of internal evaluation and to facilitate Customer's decision with regard to purchasing a Subscription to Cloudera Online Services.

4.2 Sample VPCs and Sample Data. Cloudera may make Sample VPCs and Sample Data available to Customer to facilitate Customer's trial and evaluation of Cloudera Online Services, and Customer may access and use such Sample VPCs and Sample Data, solely for such purpose.

4.3 DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR FREE TRIAL SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE TERMS OF SECTION 10.2 (SERVICES WARRANTY) AND SECTION 11.1 (INDEMNIFICATION BY CLOUDERA): (A) FREE TRIAL SERVICES, SAMPLE VPCS AND SAMPLE DATA ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS; (B) CLOUDERA MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO FREE TRIAL SERVICES, SAMPLE VPCS OR SAMPLE DATA; AND (C) CLOUDERA HAS NO INDEMNIFICATION OBLIGATIONS WHATSOEVER WITH REGARD TO FREE TRIAL SERVICES, SAMPLE VPCS OR SAMPLE DATA. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CLOUDERA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES WITH REGARD TO FREE TRIAL SERVICES, SAMPLE VPCS AND SAMPLE DATA, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE IN TRADE. CLOUDERA DOES NOT WARRANT THAT FREE TRIAL SERVICES, SAMPLE VPCS OR SAMPLE DATA ARE OR WILL BE ERROR-FREE OR UNINTERRUPTED, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. IN NO EVENT WILL CLOUDERA BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF DATA OR USE OF DATA, ANY INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH FREE TRIAL SERVICES, SAMPLE VPCS OR SAMPLE DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. IN NO EVENT WILL CLOUDERA'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO FREE TRIAL SERVICES, SAMPLE VPCS OR SAMPLE DATA EXCEED THE AMOUNT OF ONE THOUSAND UNITED STATES DOLLARS (\$1,000.00 USD). THE FOREGOING LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

5. CLOUDERA ON CLOUD PROOF OF CONCEPT.

5.1 POC Terms and Conditions. The Cloudera on cloud Proof of Concept ("*Cloudera on cloud POC*") is considered a Free Trial Services offering of Cloudera Online Services. The Cloudera on cloud POC offering is governed by the terms that apply to Free Trial Services as provided in Section 4 of these Terms (see Section 4 above), except that in connection with the Cloudera on cloud POC, Customer will be using Workload Environment Data (as defined in the Cloudera Product & Service Data

Policy) in Customer's Workload Environment, such that the terms and conditions in these Terms that apply to Workload Environment Data and/or Customer's Workload Environment shall apply to the Cloudera on cloud POC (for avoidance of doubt, the Cloudera on cloud POC shall not involve Sample Data or use of a Sample VPC). Any Cloudera program that provides free usage of Cloudera on cloud, regardless of whether such program is referred to as an 'evaluation,' 'trial,' 'proof of concept,' or similar term, shall be considered a Cloudera on cloud POC and subject to these Terms.

5.2 POC Subscription Period. Upon acceptance of these Terms and submission of an Order Form or Registration Form associated with the Cloudera on cloud POC, Cloudera will make the Free Trial Services associated with the Cloudera on cloud POC available to Customer free of charge on a trial basis beginning on the date that Customer submits such Order Form or Registration Form for a period of sixty (60) days (the "*POC Subscription Period*"). Cloudera may, in its sole discretion, agree in writing with Customer to extend the POC Subscription Period. Any such extension will be considered part of the POC Subscription Period. Cloudera also reserves the right, in its sole discretion, to terminate the Cloudera on cloud POC at any time.

6. PRICING AND BILLING; PAYMENT TERMS; TAXES.

6.1 Pricing and Billing. Pricing and billing terms for Cloudera on cloud are available at: <https://www.cloudera.com/legal/terms-and-conditions/cloud-usage-pricing-terms.html>, as such page may be updated by Cloudera from time to time (the "*Pricing and Billing Terms*"). The pricing and billing terms for Cloudera's FedRAMP offering and all other Cloudera Online Services offerings are as specified in the applicable Order Form. Unless otherwise agreed by the parties in writing, Customer agrees to pay all fees due to Cloudera in accordance with the applicable pricing and billing terms.

6.2 Payment of Terms. Customer agrees to pay invoices for fees due to Cloudera within thirty (30) days of the date of invoice, without setoff or counterclaim, and without any deduction or withholding. Cloudera may elect to charge Customer interest at a rate of 1.5% per month or the highest rate permitted by law, whichever is lower, on all late payments. Except as expressly set forth in the Agreement, all payment obligations are non-cancelable, and fees are non-refundable.

6.3 Taxes. The fees for Subscriptions to Cloudera Online Services do not include taxes. Customer will pay any and all sales, use, excise, import, export, value added, GST or similar taxes ("*Transaction Taxes*") and all government permit or license fees, and all customs, duty, tariff and similar fees levied upon the sale of Subscriptions to Cloudera Online Services, exclusive of income taxes based on Cloudera's net income. Customer will pay any costs associated with the collection of Transaction Taxes, including penalties and interest. If Customer is required to pay any withholding tax, charge or levy with respect to payments to Cloudera ("*Withholding Taxes*"), Customer agrees to gross up payments actually made to Cloudera such that Cloudera receives sums due in full and free of any deduction of any such Withholding Taxes, subject to Cloudera providing documentation to support the lowest legal withholding rate under any applicable double tax treaty. Cloudera will cooperate with Customer to enable

Customer to pay the lowest legal withholding rate by providing any available tax documents in its possession to support the lowest applicable withholding rate.

7. TERM; SUBSCRIPTIONS; TERMINATION.

7.1 Term. These Terms will commence on the Effective Date and will continue until all Subscriptions hereunder have expired or have been terminated in accordance with this Section 7.

7.2 Subscriptions and Renewals. The Cloudera Online Services are made available to Customer on a subscription basis. The Subscription Period for each Subscription is the period that: (a) begins on (i) the date specified in the applicable Order Form, unless otherwise agreed by the parties, or (ii) in the case that Customer purchases through an Authorized Partner, the Subscription start date as specified in the Authorized Partner Order Details; and (b) except with respect to Trial Subscription Periods, and unless otherwise set forth in the applicable Order Terms, will continue in effect until the earlier of expiration of such Subscription Period or termination in accordance with this Section 7.

7.3 Termination.

7.3.1. Termination For Cause. Either party may terminate these Terms, including all Subscriptions governed by these Terms for cause: (a) if the other party materially breaches these Terms or Order Terms and does not remedy such breach within thirty (30) days after receipt of written notice of such breach; or (b) if the other party terminates its business activities or becomes insolvent, admits in writing to inability to pay its debts, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority. Either party may terminate an individual Subscription if the other party materially breaches the applicable Order Terms or these Terms, in respect of such Subscription, and does not cure the breach within thirty (30) days after receipt of written notice thereof.

7.3.2. Termination for Convenience. Either party may terminate a Subscription for convenience upon thirty (30) days prior written notice to the other party. In the case of termination for convenience by Customer, (i) Cloudera reserves the right to invoice Customer for any future payments included in an Order Form, and (ii) Customer will not be entitled to a refund of any pre-paid and unused fees paid to Cloudera related to the Cloudera Online Services. In the case of termination for convenience by Cloudera, and in the case that Customer has pre-paid unused fees related to the Cloudera Online Services remaining on the effective date of such termination, Cloudera will refund any such pre-paid unused fees to Customer.

7.4 Effects of Termination. Termination of an individual Subscription will not affect any other Subscription or these Terms, except with respect to such terminated Subscription. Upon expiration or termination of all Subscriptions hereunder, these Terms will automatically terminate. Upon any expiration or termination of a Subscription, Customer will immediately cease accessing or using the Cloudera Online Services covered under Subscription. Upon any termination of these Terms: (a) Customer will immediately cease accessing and using all Cloudera Online Services

provided under Subscriptions covered under these Terms; and (b) each of Customer and Cloudera will promptly return to one another all of the other party's Confidential Information then in its possession or destroy all copies of such Confidential Information; provided, however, that: (i) each party may retain sufficient copies of such Confidential Information solely as may be required for compliance with internal backup policies or applicable law; and (ii) such retained Confidential Information remains subject to the requirements of Section 9. Each of Customer and Cloudera will immediately confirm in writing that it has complied with the foregoing terms of this Section 7.4 if requested by the other party. The following Sections will survive any expiration or termination of this Agreement: 1, 3, 4.3, 6, 7.3.2, 7.4, 8, 9, 10.3, 11.2, 12 and 13.

7.5 Suspension of Cloudera Online Services. In addition to any of its other rights or remedies (including, without limitation, any termination rights) set forth in the Agreement, Cloudera reserves the right to suspend provision of the Cloudera Online Services to Customer: (a) if Customer is more than thirty (30) days overdue on payment of fees; (b) if Cloudera deems such suspension necessary as a result of Customer's breach of Section 2 of these Terms; (c) if Cloudera reasonably determines suspension is necessary to avoid material harm to Cloudera or its customers, including if Cloudera Online Services are experiencing a denial of service attack or other attack or disruption outside of Cloudera's control; or (d) as required by law or at the request of governmental entities.

8. PROPRIETARY RIGHTS.

8.1 Cloudera Proprietary Rights. Cloudera and its licensors and suppliers retain all right, title and interest in and to: (a) Cloudera Online Services including any and all underlying technology related thereto; (b) Documentation; (c) Sample VPCs; (d) Sample Data; (e) Cloudera Software; (f) all Cloudera trademarks and logos included in any of the foregoing, and (g) any derivative works or modifications of any of the foregoing, including all Intellectual Property Rights therein and thereto (collectively, the "*Cloudera Technology*"). Except for the express rights set forth in these Terms, no right, title or interest in or to any Cloudera Technology is granted to Customer.

8.2 Customer Proprietary Rights. As between the parties, Customer retains all right, title and interest in and to its Account Data, Control Plane Data, and Technical Support Data, including any and all Intellectual Property Rights therein and thereto. Customer hereby grants to Cloudera a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of, and display Account Data, Control Plane Data, and Technical Support Data solely as necessary to provide the Cloudera Online Services to Customer and to otherwise perform its rights and obligations pursuant to the Agreement and in accordance with the Cloudera Product & Service Data Policy. Except for the rights and licenses specified in the Agreement, Cloudera acquires no right, title or interest from Customer in or to Account Data, Control Plane Data, or Technical Support Data.

9. CONFIDENTIALITY.

9.1 Definition of Confidential Information. "*Confidential Information*" means all information disclosed (whether in oral, written or other tangible or intangible form) by

one party or its Affiliate (the “*Disclosing Party*”) to the other party or its Affiliate (the “*Receiving Party*”) (whether before, on or after the Effective Date) that: (a) is characterized as Confidential Information at the time of disclosure or within a reasonable time after disclosure; or (b) due to the nature of the information and circumstances surrounding its disclosure, would be reasonably understood by a person with no knowledge of the relevant trade or industry to be confidential or proprietary. Confidential Information will not include information that: (i) is in or enters the public domain without breach of this Agreement and through no fault of the Receiving Party; (ii) the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party; (iii) the Receiving Party can demonstrate was developed by the Receiving Party independently and without use of or reference to the Disclosing Party’s Confidential Information; or (iv) the Receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation.

9.2 Treatment of Confidential Information. The Receiving Party will, during the term of the Agreement and for three years thereafter, use the same degree of care to maintain the confidentiality of the Confidential Information of the Disclosing Party that it uses to maintain the confidentiality of its own confidential information of a similar nature, but in no event less than reasonable care. Notwithstanding the foregoing, where the Confidential Information disclosed is: (a) the Disclosing Party’s trade secret, the Receiving Party will treat such information as Confidential Information for as long as the Confidential Information remains the Disclosing Party’s trade secret; or (b) required by law to be protected for a duration beyond that provided hereunder, the Receiving Party will maintain such information in confidence for the duration required by law.

9.3 Use; Disclosure. Any Confidential Information will be used by the Receiving Party solely for the purpose of carrying out the Receiving Party’s rights and obligations under the Agreement. In addition, the Receiving Party will not reproduce Confidential Information, in any form, except as required to accomplish the Receiving Party’s rights and obligations under the Agreement. The Receiving Party may disclose Confidential Information to the extent compelled to do so pursuant to a judicial or legislative order or proceeding; provided that: (a) to the extent permitted by applicable law, the Receiving Party provides to the Disclosing Party prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, or if prior notice is not permitted by applicable law, prompt notice of such disclosure; and (b) the Receiving Party must limit the scope of Confidential Information that is disclosed to only that which is required to be disclosed by the applicable order or proceeding.

9.4 Remedy for Breach. The parties agree that damages may be an inadequate remedy in the event of a breach of this Section 9. Therefore, each party is entitled, in addition to any other rights and remedies otherwise available, to seek injunctive and other equitable relief in the event of a breach or threatened breach of this Section 9 by the other party.

10. REPRESENTATIONS; WARRANTIES; DISCLAIMERS.

10.1 General Representations and Warranties. Each party warrants that: (a) it is validly existing and in good standing under the laws of the place of its establishment or incorporation; (b) it has full power and authority to execute, deliver and perform its obligations under the Agreement; (c) the person accepting or executing these Terms (or an Order Form that is subject to these Terms) on its behalf is duly authorized and empowered to do so; and (iv) these Terms are valid, binding and enforceable against it.

10.2 Cloudera Online Services Warranty. Cloudera warrants that the Cloudera Online Services will operate in substantial conformity with its applicable Documentation. In the event of a breach of this warranty, and provided that Customer notifies Cloudera of its claim of non-conformity within thirty (30) days of the date on which Customer first noticed the non-conformity, Cloudera will use commercially reasonable efforts to correct the reported non-conformity at no charge to Customer, or if Cloudera determines such remedy is not feasible, either party may terminate the Subscription to the Cloudera Online Services. The foregoing is Customer's sole and exclusive remedy for any breach of the warranty set forth in this Section 10.2. This warranty will not apply if the non-conformity was caused by: (a) use of the Cloudera Online Services not in accordance with the Agreement or (b) third-party products or services.

10.3 Warranty Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE CLOUDERA ONLINE SERVICES ARE PROVIDED "AS IS" AND CLOUDERA MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. CLOUDERA DOES NOT WARRANT THAT USE OF THE CLOUDERA ONLINE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. CLOUDERA WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS OR ANY THIRD-PARTY OFFERINGS THAT CUSTOMER ELECTS TO USE IN CONNECTION WITH THE CLOUDERA ONLINE SERVICES. CLOUDERA DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

11. INDEMNIFICATION.

11.1 Indemnification by Cloudera.

11.1.1 Subject to the terms of this Section 11.1 and Section 11.3, Cloudera agrees, at its own expense, to: (a) defend Customer against any third party claim, suit, or action brought against Customer alleging that the Cloudera Online Services or Cloudera Software, when used in accordance with the Agreement, infringe such third party's United States patent, trademark, copyright or other proprietary right, or misappropriate such third party's trade secrets under the laws of the United States (each an "*IP Claim*"); and (b) indemnify Customer from any damages finally awarded against Customer to the third party making such claim by a court of competent jurisdiction or agreed to in

settlement with regard to any such IP Claim, including any awarded costs and awarded attorney's fees.

11.1.2 Following notice of an IP Claim or any facts which may give rise to such IP Claim, Cloudera may, in its sole discretion and at its option: (a) procure for Customer the right to continue to use the Cloudera Online Services or Cloudera Software; (b) replace the alleged infringing portion of the Cloudera Online Services or Cloudera Software with a non-infringing alternative; (c) modify the alleged infringing portion of the Cloudera Online Services or Cloudera Software to make it non-infringing; or (d) if Cloudera determines that it is not commercially reasonable to perform any of alternatives (a) through (c), Cloudera may terminate the Subscription to the Cloudera Online Services, in which case Cloudera will issue a refund to Customer for any pre-paid and unused fees or credits purchased by Customer in connection with the Cloudera Online Services.

11.1.3 In no event will Cloudera have any obligations under this Section 11.1 or any liability for any IP Claim if the IP Claim is caused by, or results from: (a) the combination or use of the Cloudera Online Services or Cloudera Software with products, services or data not supplied by Cloudera, if such IP Claim would have been avoided absent such combination or use; (b) modification of the Cloudera Online Services or Cloudera Software by anyone other than Cloudera, if such IP Claim would have been avoided by use of the unmodified Cloudera Online Services or Cloudera Software; (c) Customer's use of the Cloudera Online Services or Cloudera Software in a manner not strictly in accordance with the Agreement; or (d) any Third-Party Software (including any Open Source Software).

11.1.4 THIS SECTION 11.1 STATES CLOUDERA'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT OR ALLEGED INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

11.2 Indemnification by Customer. Subject to the terms of this Section 11.2 and Section 11.3, Customer agrees, at its own expense, to: (a) defend Cloudera against any third party claim, suit, or action brought against Cloudera arising from or related to Customer's use of the Cloudera Online Services in violation of applicable laws or in breach of the terms of the Agreement (a "*Claim Against Cloudera*"); and (b) indemnify Cloudera from any damages finally awarded against Cloudera to the third party making such claim by a court of competent jurisdiction or agreed to in settlement with regard to any such Claim Against Cloudera, including any awarded costs and awarded attorney's fees.

11.3 Indemnification Procedures. As conditions to indemnification under this Section 11, the indemnified party must: (a) notify the indemnifying party promptly in writing of the claim for which the indemnified party is seeking indemnification; (b) grant the indemnifying party sole control over the defense and settlement of such claim; and (c) provide the indemnifying party with reasonable assistance and cooperation as may be requested by the indemnifying party at the indemnifying party's expense. The indemnifying party: (i) will not be responsible for any settlement that it has not approved

in writing; and (ii) may not settle or compromise a claim without the prior written consent of indemnified party if such settlement imposes an obligation on, or includes an admission of liability on, the part of, the indemnified party.

12. LIMITATION OF LIABILITY.

12.1 SUBJECT TO SECTION 12.3 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 SUBJECT TO SECTION 12.3 BELOW, A PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT PAID TO CLUDERA UNDER THE AGREEMENT IN THE 12 MONTHS IMMEDIATELY PRIOR TO THE ACCRUAL OF THE FIRST CLAIM.

12.3 THE LIMITATIONS OF LIABILITY IN SECTIONS 12.1 AND 12.2 DO NOT APPLY TO: (A) CLAIMS ALLEGING FRAUD OR WILLFUL MISCONDUCT; OR (B) BREACHES OF SECTIONS 2.1 OR 2.2. THE LIMITATIONS OF LIABILITY IN SECTION 12.2 DO NOT APPLY TO: (I) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11; OR (II) CLAIMS FOR NON-PAYMENT.

13. GENERAL.

13.1 Modifications to these Terms. Cludera may, from time to time, update these Terms, including Policies incorporated herein by reference. Unless otherwise specified by Cludera, updates to these Terms: (a) go into effect as of the date such updates are released by Cludera and made available at: <https://www.cludera.com/legal/commercial-terms-and-conditions.html> (the "*Modified Terms Effective Date*"), and (b) apply to Customer upon (i) the first renewal of Customer's Subscription Period following the Modified Terms Effective Date, or (ii) entry into a new Order Form after the Modified Terms Effective Date. Cludera will use reasonable efforts to notify Customer of changes to these Terms that Cludera deems to be material changes through communications via Cludera Portal, email or other reasonable means. Customer may be required to click to accept or otherwise agree to changes to these Terms before renewing a Subscription Period or entering into a new Order Form. In any event, however, Customer's continued use of the Cludera Online Services after the updated version of these Terms goes into effect will constitute Customer's acceptance of such updated version.

13.2 Assignment. Neither the Agreement nor any rights or duties thereunder may be transferred, assigned or delegated by Customer, by operation of law or otherwise, without the prior written consent of Cludera, and any attempted transfer, assignment or delegation without such consent will be void and without effect; provided, however, that Customer may assign the Agreement, including all of its rights and duties thereunder, to

any of its Affiliates upon written notice to Cloudera if such Affiliate agrees in writing to assume all of Customer's obligations, and such Affiliate is, in the sole judgment of Cloudera, adequately capitalized and credit-worthy. Cloudera may freely transfer, assign or delegate the Agreement or its rights and obligations thereunder. Subject to the foregoing, the Agreement will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns.

13.3 Marketing; Publicity. Subject to Customer's express prior written approval in each instance, which may, for the purposes of this Section 13.3, be provided via e-mail, the parties may agree from time to time to collaborate on any or all of the following co-marketing activities: (a) inclusion of Customer's name and logo on Cloudera's website and public customer lists; (b) publication of a press release describing Customer's election to use the Cloudera Online Services; and/or (c) publication of a written or video success story describing Customer's use of the Cloudera Online Services.

13.4 Section Headings. The section headings contained in these Terms are for reference purposes only and will not, in any way, affect the meaning or interpretation of these Terms.

13.5 Severability. If any provision of the Agreement is held to be invalid or unenforceable, (a) all other provisions will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by the Agreement is not affected in any manner adverse to either party, and (ii) the parties will negotiate in good faith to modify the Agreement so as to give effect to the original intent of the parties as closely as possible.

13.6 Waiver. The failure of a party to enforce any provision or exercise any right under the Agreement will not constitute a waiver of such provision or right and will not preclude such party from enforcing such provision or exercising such right at any later time.

13.7 Modifications; Amendments. Except as otherwise expressly set forth herein, no modification, addition, deletion or waiver of any rights under the Agreement will be binding on a party unless made in writing and signed by a duly authorized representative of each party.

13.8 Governing Law; Jurisdiction and Venue. The Agreement is governed by and will be construed in accordance with the laws of the State of California, without regard to conflict of law principles. Any legal action or proceeding arising under the Agreement will be brought exclusively in the state or federal courts located in Santa Clara County, California, and the parties expressly consent to personal jurisdiction and venue therein.

13.9 Dispute Resolution; Attorneys' Fees and Costs. In any action to enforce the terms of the Agreement, the prevailing party will be entitled to costs and attorneys' fees from the non-prevailing party.

13.10 Notices. Any notice or communication required or permitted to be given hereunder must be in writing signed or authorized by the party giving notice, and may

be delivered by hand, deposited with an overnight courier, sent by email to a confirmed address identified in an Order Form, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party as identified on an Order Form or at such other address as may be furnished in writing by either party to the other party. Such notice will be deemed to have been given as of the date it is delivered. Notices provided to Cloudera will include a paper copy sent to Cloudera's Legal Department at Cloudera's address on the applicable Order Form and with an electronic copy emailed to LegalNotices@Cloudera.com. Notices to Customer may be sent to Customer's address or email address as set forth in the applicable Order Terms, or as provided by Customer within its Cloudera Online Services account.

13.11 Entire Agreement. The Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter thereof and supersedes all prior or contemporaneous agreements, proposals, negotiations, conversations, discussions and understandings, written or oral, with respect to such subject matter and all past dealing or industry custom. The terms of the Agreement will prevail over any additional, conflicting or inconsistent terms or conditions which may appear on any purchase order furnished by Customer, and any such terms on a Customer purchase order will have no force or effect, notwithstanding Cloudera's acceptance or execution of such purchase order.

13.12 No Third-Party Beneficiaries. There are no third-party beneficiaries under the Agreement.

13.13 Force Majeure. Except with regard to payment obligations, neither party will be liable to the other, including for any delay or failure to perform, due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riots, strikes or labor disputes, embargoes, government orders, terrorist acts, and denial of service, virus or hacking attacks.

13.14 Independent Contractors. The relationship between the parties established under the Agreement is that of independent contractors, and nothing in the Agreement will be construed to create an employment, partnership, joint venture, or agency relationship between the parties. Neither party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

13.15 Anti-Corruption. Each party will comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.K. Anti-Bribery Act, and all other applicable anti-corruption laws. Each party acknowledges and agrees that no payment or gift of money or anything of value has been or will be offered, authorized, promised, provided or paid, directly or indirectly, to any government official, state-owned enterprise official, public international organization official, political party official (or candidate for such office) or political party for the purpose of influencing official acts or decisions (including failures to act or decide) in order to assist the other party in obtaining or retaining an improper business advantage. Each party will promptly notify the other party if it receives a request to take any action which may violate its obligations under this Section 13.15.

13.16 Export Control. Cloudera is subject to the jurisdiction of U.S. export controls and economic sanctions laws and regulations, including the Export Administration Regulations ("EAR") administered by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), and sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") that prohibit or restrict the import, export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users (collectively, "Export Control Laws"). Customer shall not use, nor allow the transfer, transmission, export or re-export of Cloudera Online Services, Cloudera Software or any portion thereof, technology, services or data, in violation of any Export Control Laws administered by the BIS, OFAC, or any other U.S. government agency, nor shall Customer's use of such products, technology, services or data give rise to a violation by Cloudera of any Export Control Laws or any other applicable export control and economic sanctions laws and regulations.

13.17 Federal Government End Use Provisions. If Customer is a United States government entity, or the Agreement otherwise becomes subject to the Federal Acquisition Regulation (FAR), Customer acknowledges and agrees that the Cloudera Online Services and all Cloudera Technology provided hereunder are provided as "Commercial product," "Commercial service," "Commercial computer software," "Commercial computer software documentation" and "Technical data" (as such terms are defined in FAR 2.101) with the same rights and restrictions as are customarily provided by Cloudera to its customers generally, as set forth in these Terms. This is in accordance with FAR 12.211 (Technical data) and FAR 12.212 (Computer software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data Commercial Products and Commercial Services) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Commercial Computer Software Documentation).