

PLEASE READ THESE APACHE CASSANDRA ON KUBERNETES POWERED BY DATASTAX TERMS (“AGREEMENT”) CAREFULLY. BY CLICKING THE BOX INDICATING ACCEPTANCE OR ACCESSING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS AND AGREE TO THEM. IF YOU ARE AGREEING TO THESE TERMS AND POLICIES ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE LEGAL ENTITY TO THESE TERMS AND SUCH POLICY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO BE BOUND, THEN YOU MUST NOT ACCEPT OR USE THE SOFTWARE.

This Agreement is between the person or entity agreeing to these terms (“Customer” or “You”) and DataStax, Inc., (“DataStax”) a Delaware corporation, and includes these Apache Cassandra on Kubernetes Powered by DataStax Terms, and any terms expressly incorporated herein by reference. This Agreement is effective as of the earliest date on which Customer accepts this Agreement.

YOU MAY NOT USE THE SOFTWARE IF YOU DO NOT AGREE TO ALL OF THE PROVISIONS OF THIS AGREEMENT.

## 1. Definitions

1.1. “Apache Cassandra” means the open source software called Apache Cassandra® licensed by the Apache® Software Foundation (ASF) as made available at <http://cassandra.apache.org/download/>. Apache and Apache Cassandra are the trademarks of The Apache Software Foundation, and are not owned by DataStax.

1.2. “Apache Cassandra on Kubernetes Powered by DataStax” or “DataStax Offering” means an Apache Cassandra® database environment running on Kubernetes facilitated by K8ssandra on the applicable Cloud Provider’s marketplace.

1.3. “Cloud Provider” means the applicable third-party hosting provider of the DataStax Offering selected and/or used by Customer to deploy the DataStax Offering.

1.4. “K8ssandra” means the open source software called K8ssandra as made available at <https://k8ssandra.io/>.

1.5. “K8ssandra Community Support” means the community boards, posts and information made available at <https://github.com/k8ssandra/k8ssandra/issues> or <https://discord.com/invite/qP5tAt6Uwt>.

1.6. “Software” means the software that you are provided access to by DataStax as part of the DataStax Offering under this Agreement. The Software includes the third party open source software identified as part of the DataStax Offering and any other third party open source software identified the applicable license notices.

## 2. Software License

2.1. Software License. Subject to the provisions of these Terms (including payment of the applicable fees), DataStax grants Customer with a non-exclusive, non-transferable, non-sublicensable, terminable license to access the Software solely to be deployed on Customer's Cloud Provider account. The Software is automatically deployed through Cloud Provider. No right to receive support or maintenance, other than K8ssandra Community Support, for the Software is granted hereunder.

2.2. No Other License Rights Granted. No license to any DataStax proprietary software is provided under this Agreement. DataStax may make available to Customer certain DataStax software tools, patches or fixes on [datastax.com](https://datastax.com), which may be subject to separate license terms.

2.3. Registration and Account Information. Your Cloud Provider account information will be shared with DataStax ("Account Information"). You must provide complete and accurate Account Information with your Cloud Provider and must keep your Account Information up-to-date with the Cloud Provider. You are prohibited from misrepresenting your identity or your affiliation with any company or other entity. You are responsible for all activity that occurs on your account. You should promptly contact DataStax if you believe that Your Account Information has been compromised. By providing Your Account Information, you hereby consent to receive email communications from DataStax. Such communications may include communications regarding the DataStax services or commercial content relating to other DataStax products and services. If you do not wish to receive such communications, you may opt-out by notifying DataStax at [privacy@datastax.com](mailto:privacy@datastax.com).

2.4 Compliance with Applicable Laws. Your use of the Software must comply with all applicable laws, rules and regulations.

## 3. Payment

3.1. Infrastructure Fees Not Included. Cloud Provider infrastructure and/or hosting fees will be charged separately by the applicable Cloud Provider and are not included in the Marketplace fees for the Software.

3.2 Marketplace Fees. In order to use the DataStax Offering, Customer will be charged based on its metered consumption on an hourly basis (the "Marketplace Fee"), in accordance with the list price under the Cloud Provider listing. Unless otherwise agreed to by the parties in writing, the Marketplace Fees are non-refundable, charged in U.S. dollars and shall be paid without any offset or deduction. Customer agrees and understands that Customer will be charged at least monthly through Customer's Cloud Provider's account for its usage during the prior calendar

month (or other applicable period as determined by the Cloud Provider). These recurring charges are based on the pricing table available on the Cloud Provider listing.

3.2.1. Consent for Recurring Charges. By using the DataStax Offering, Customer acknowledges that Customer's Cloud Provider account will be subject to the above-described recurring charges. If Customer wishes to withdraw Customer's consent for future recurring charges, cease use of the DataStax Offering and notify your Cloud Provider as set out in your Agreement with them.

3.3. Taxes. Customer is responsible for any duties, customs fees, or taxes (other than DataStax's income tax) associated with the purchase of the Products provided by DataStax, (including any related penalties or interest) ("Taxes"), and shall pay the listed fees without deduction for Taxes. If Customer is required by applicable law to withhold any amount from any payments specified in the Marketplace Order, then Customer will pay the listed fees as if no withholding were required, and shall remit the withholding to the appropriate governmental authorities on behalf of DataStax, with a copy of the tax receipt or certificate forwarded to DataStax.

#### 4. Proprietary Rights

4.1. The Software is licensed, not sold. As between the parties, all intellectual property rights in the Software shall remain with DataStax or its licensors.

4.2. Federal Agency Users. The Software was developed solely at private expense and is commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulation and agency supplements thereto.

4.3. Feedback. If Customer provides any suggestions or feedback to DataStax regarding the Software or any DataStax products or services, DataStax may use such information without obligation to Customer, and Customer hereby irrevocably assigns to DataStax all right, title, and interest in that feedback or those suggestions.

#### 5. Account Data

5.1. Account Information. In connection with its provision of the DataStax Offering, DataStax may access, process, copy, archive, store, or otherwise modify Customer's Account Information or other personal data provided by Customer directly or via the Cloud Provider. Customer hereby grants DataStax the necessary rights for such access and modifications to the Account Information. DataStax may use aggregated and de-identified version of the Account Information for its internal business purposes.

5.2. Privacy and Data Processing Policies. With respect to any Customer Personal Data processed by DataStax, and insofar as DataStax has access to such Customer Personal Data, DataStax shall comply with the [DataStax Products Processing Policy](#). With respect to any

Customer Personal Data obtained by DataStax as a controller, DataStax shall comply with the [DataStax Privacy Policy](#).

## 6. Term & Termination

6.1. Agreement Term. This Agreement will begin on the date Customer accepts the Agreement and continue until the date on which the Agreement is terminated as specified herein.

6.2. Termination for Breach. DataStax terminate this Agreement without prior notice if: (i) Customer breaches any obligation under the Agreement (including without limitation any payment obligation); (ii) if DataStax reasonably determines that Customer's use of the Software or DataStax Offering is fraudulent, violates or is likely to violate applicable laws or the terms of this Agreement, or otherwise may expose DataStax or its partners to liability to third parties; or (iii) Customer has ceased to operate in the ordinary course of business, made an assignment for the benefit of creditors or similar disposition of its assets, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution proceeding.

6.3. Termination for Convenience. DataStax may terminate this Agreement by providing 14 days' prior written notice to Customer.

6.4. Effect of Termination. If the Agreement expires or is terminated, then: (1) the rights granted by one party to the other will immediately cease; (2) any outstanding Fees owed by Customer are immediately due; (3) Customer's right to use the Software will immediately cease; and (4) upon request, each party will use commercially reasonable efforts to return or destroy all Confidential Information of the other party.

## 7. Confidentiality

7.1. Confidentiality Obligation. During the term of this Agreement, both parties agree that: (1) Confidential Information will be used only in accordance with the terms and conditions of this Agreement; (2) each will use the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care; and (3) the Confidential Information may be disclosed only to (a) employees, agents and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement; and (b) comply with a legal requirement or process, including, but not limited to, civil and criminal subpoenas, court orders or other compulsory disclosures inside or outside of the United States. DataStax may use Account Data for internal business purposes only, including improving, testing and providing DataStax products and services. "Confidential Information" means any information designated as confidential orally or in writing by either party, or any information that the receiving party knows, or has reason to know, is confidential or proprietary based upon its treatment by the disclosing party. Confidential Information does not include usage data derived by DataStax from Account Data provided that such data is anonymized and aggregated.

7.2. Exclusions. This Agreement imposes no obligation with respect to information that: (1) is a part of or enters into the public domain; (2) was already in the recipient's possession prior to the date of disclosure other than by breach of this Agreement; (3) is rightfully received from a third party without any duty of confidentiality; or (4) is independently developed without reference to the Confidential Information of the disclosing party.

7.3. Publicity. DataStax may publicly identify Customer as a customer, including Customer company name and logo. Customer may revoke the rights granted in this Section at any time with prior notice.

## 8. Warranties

8.1. Authority. Each party warrants that it has full power and authority to enter into this Agreement.

8.2. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8, DATASTAX PROVIDE NO OTHER WARRANTIES REGARDING THE SOFTWARE, AND TO THE FULLEST EXTENT PERMITTED BY LAW DATASTAX DISCLAIMS ALL OTHER WARRANTIES, TERMS AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ANY WARRANTIES, TERMS AND CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM DATASTAX OR ELSEWHERE WILL CREATE ANY WARRANTY, TERM OR CONDITION UNLESS EXPRESSLY STATED IN THIS AGREEMENT. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT RIGHT TO RECEIVE SUPPORT (UNLESS PURCHASED SEPARATELY). DATASTAX EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT CUSTOMER'S USE OF THE SOFTWARE WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SOFTWARE, OR THE INFORMATION PROVIDED BY DATASTAX IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

8.3. Data Warranty. Customer warrants that it has obtained any necessary consents from its end users that are required for Customer to transfer any Account Information and grant the rights to DataStax specified herein. Customer further warrants that the Account Information, and Customer's transfer of such data to DataStax complies with all applicable laws and does not violate the intellectual property or privacy rights of any third party.

## 9. Limitation of Liability

To the fullest extent permitted by applicable law, in no event shall DataStax or its suppliers be liable for damages other than direct damages, including the cost of procurement of substitute goods or technology, loss of profits, or for any special, consequential, incidental, punitive or indirect damages on any theory of liability, whether in statute, contract, tort, strict liability, indemnity or otherwise, even if advised of the possibility of such damages. To the fullest extent permitted by applicable law, in no event shall the total liability of DataStax to Customer under this Agreement exceed the greater of the total amounts paid by Customer to DataStax under this Agreement during the 12 months prior to the date the claim arises. The liability limitations in this paragraph (and otherwise in the Agreement) do not limit or exclude damages for bodily injury or death or other damages that under applicable law cannot lawfully be limited or excluded.

## 10. Miscellaneous

10.1. Assignment. The Agreement may not be assigned by either party by operation of law or otherwise, without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Schedules), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or the sale of all or substantially all of the assets of the business to which the Agreement relates. Any such assignment shall be effective upon payment of all amounts then due.

10.2. Conflicting Terms. If there is a conflict among the documents that make up this Agreement, the documents will control in the following order: these terms, and the terms located within a URL referenced in these terms.

10.3. Entire Agreement. This Agreement sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into this Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in this Agreement. The terms located at a URL referenced in this Agreement are hereby incorporated by this reference. After the Effective Date, DataStax may provide Customer with an updated URL in place of any URL in this Agreement. Customer agrees that its acquisition of the Software is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by DataStax, including any roadmaps or target release dates, with respect to future functionality or features.

10.4. Export Controls. Customer agrees to comply with all export and re-export restrictions and regulations of the Department of Commerce and any other United States or foreign agencies and authorities in connection with Customer's use of the Software and any underlying technology. In particular, but without limitation, the Software may not, in violation of any laws, be accessed, exported or re-exported: (1) in/into any U.S. embargoed country; or (2) by/to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce

Department's Table of Deny Orders. Customer represents and warrants that Customer and its Affiliates are not located in, under the control of, or a national or resident of any such country or on any such list.

10.5. Force Majeure. Neither party will be liable for failure or delay in its performance under this Agreement to the extent caused by circumstances beyond its reasonable control. DataStax reserves the right to suspend the provision of the Software to comply with applicable laws.

10.6. Governing Law. This Agreement is to be construed in accordance with and governed by the internal laws of the State of California without regard to its conflict of laws principles, and each party hereby consents to the jurisdiction of the federal or state courts of Santa Clara County, California, USA. Each party hereby waives any right to jury trial in any litigation in any way arising out of or related to this Agreement.

10.7. Independent Contractors. This Agreement will not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties; the parties will at all times be and remain independent contractors.

10.8. No Third-Party Beneficiaries. This Agreement does not confer any benefits on any third party unless it expressly states that it does.

10.9. Notices. All notices must be in writing and addressed to the other party's legal department and primary point of contact. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).

10.10. Severability and Waiver. In the event that any provision of this Agreement (or any portion hereof) is determined by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, the provision (or portion) will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

10.11. Survival. The following sections will survive any expiration or termination of this Agreement: Sections 3 (Payment), 4.1 (Proprietary Rights), 6.4 (Effect of Termination), 7 (Confidentiality), 8.3 (Data Warranty), 9 (Limitation of Liability), and 10 (Miscellaneous).

10.12. Updates. Except as expressly provided herein, no modification of this Agreement will be effective unless contained in writing and signed by an authorized representative of each party. DataStax may make changes to the Agreement from time to time. DataStax will post the updated Agreement and will update the "Last Updated Date" at the top when there are any substantive updates to the Agreement. By continuing to use the Software after DataStax has provided Customer with such notice of a change, Customer is indicating that it agrees to be bound by the modified terms.