

Cloud Service Agreement

This Agreement has 3 parts: (1) the Order Form and (2) the Key Terms, both of which are on the Cover Page, and (3) the Common Paper Cloud Service Standard Terms Version 1.0 posted at commonpaper.com/standards/cloud-service-agreement/1.0 ("**Standard Terms**"), which is incorporated by reference. If there is any inconsistency between the parts of the Agreement, the part listed earlier will control over the part listed later for that inconsistency. Capitalized and **highlighted** words have the meanings given on the Cover Page. However, if the Cover Page omits or does not define a highlighted word, the default meaning will be "none" or "not applicable" and the correlating clause, sentence, or section does not apply to this Agreement. All other capitalized words have the meanings given in the Standard Terms.

Order Form

The key business terms of this Agreement are as follows:

Cloud Service

The Cloud Service is:

Dagster Cloud, an enterprise control plane for data orchestration.

Subscription Start Date

The date access to the Cloud Service starts

Effective Date (defined below)

Subscription Period

Length of Cloud Service access

1 year(s)

Cloud Service Fees

Item	Quantity	Cost per item
Dagster Cloud Credits	1000000	\$0.02
Launcher, Editor, Admin Seats	5	\$1200.0
Multiple Deployments - Configurable		Included
Viewer Seats		Included
Total		
Total per year		\$100,000.00

Dagster Cloud Credits are consumed by running steps or materializing assets in Dagster Cloud

Payment Period

Time frame for Customer to pay invoices

30 day(s) from **Customer's** receipt of invoice

Invoice Period

How frequently Provider sends invoices

Provider will send invoices annually

Auto-renewal

Non-Renewal Notice Date: at least 30 days before the end of the current **Subscription Period**.

This Agreement Incorporates the Service Level Agreement Standard Terms available at <https://commonpaper.com/standards/service-level-agreement/1.0> with the below variables.

Provider will make the Cloud Service available with a **Target Uptime** of 99.9%.

SLA

Service Level Agreement

Actual Uptime Percentage	Percentage of monthly Cloud Service fee
under 99.9%	5.0%

Maintenance Window: 10:00am to 12:00pm Pacific (US & Canada) time during Wed. Scheduled Downtime may occur at any time (with sufficient notice as described below).
Maintenance Notice Time: At least 7 days before the Scheduled Downtime

Technical Support

Technical support will be provided through a shared Slack channel and email (support@dagsterlabs.com). Support will be available during normal business hours (9 am - 5 pm PT), excluding US holidays.

Key Terms

The key legal terms of this Agreement are as follows:

Effective Date The date the Agreement starts	Date of last signature on this Cover Page
Governing Law	The laws of California
Chosen Courts Jurisdiction or where disputes are filed	The courts (whether state, federal, or otherwise) located in San Francisco County, California
Covered Claims Claims covered by indemnity obligations	Provider Covered Claims: Any action, proceeding, or claim that the Cloud Service, when used by Customer according to the terms of the Agreement, violates, misappropriates, or otherwise infringes upon anyone else's intellectual property or other proprietary rights. Customer Covered Claims: Any action, proceeding, or claim that (1) the Customer Content, when used according to the terms of the Agreement, violates, misappropriates, or otherwise infringes upon anyone else's intellectual property or other proprietary rights; or (2) results from Customer's breach or alleged breach of Section 2.1 (Restrictions on Customer).
General Cap Amount Limitation of liability amount for most claims	1.0 times the fees paid or payable by Customer to Provider in the 12 month period immediately preceding the claim
Increased Claims Specific claims covered by the Increased Cap Amount	An Indemnifying Party's indemnification obligation Breach of Section 4 (Privacy and Security) Breach of Section 12 (Confidentiality)
Increased Cap Amount Higher limitation of liability amount for Increased Claims, often called a supercap	5.0 times the fees paid or payable by Customer to Provider in the 12 month period immediately before the claim

Attachments and Supplements

Security Policy	Security Policy available at: https://dagster.io/security Provider will maintain annually updated reports or annual certifications of compliance with the following: SOC 2 Type II
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Changes to Standard Terms

Publicity Rights Modifying Section 14.7 of the Standard Terms	Modifying Section 14.7 of the Standard Terms: Provider may identify Customer and use Customer's logo and trademarks on Provider's website and in marketing materials to identify Customer as a user of the Cloud Service . Customer hereby grants Provider a non-exclusive, royalty-free license to do so in connection with any marketing, promotion, or advertising of Provider or the Cloud Service during the length of the Agreement.
Other Changes to Standard Terms List specific changes to the Standard Terms	Additional restrictions

The following is added as *Section 2.1(c)*: **Customer** shall not input, upload, transmit, or otherwise provide to or through the Cloud Service any information or materials that contain, transmit, or activate any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

Open source components

Certain aspects of the Software, such as the Dagster Agent, may be distributed “open source” software modules and components (“Open Source Components”). **Provider** will use reasonable efforts to deliver to **Customer** any notices or other materials (such as source code) required under the terms and conditions applicable to such Open Source Components. **Provider** will provide a list of Open Source Components for a particular version of any distributed portion of the Software, on **Customer’s** request. To the extent required by the licenses covering such Open Source Components, the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of such licenses prohibit any of the restrictions in this Agreement with respect to any particular Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of such licenses require **Provider** to make an offer to provide source code or related information in connection with the Open Source Component, such offer is hereby made.
