

Updated: April 15, 2020 - <https://streamsets.com/legal/tos/>

This StreamSets Platform Subscription Terms of Service (“**Agreement**”) is entered into by and between StreamSets, Inc. (“**StreamSets**”) and the entity or person placing an order for or accessing any Product (“**Customer**” or “**you**”). This Agreement consists of the terms and conditions set forth below and any Orders. If you are accessing or using the Products on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company, and all references to “you” reference your company. The “**Effective Date**” of this Agreement is the date which is the earlier of (a) Customer’s initial access to any Product through any online provisioning, registration or order process or (b) the effective date of the first Order. This Agreement will govern Customer’s initial purchase on the Effective Date as well as any future purchases made by Customer that reference this Agreement. StreamSets may modify this Agreement from time to time as permitted in Section 19 (Modifications to Agreement).

Purchase from Reseller: If Customer purchases the Products from an authorized partner or reseller of StreamSets, including any marketplace (“**Reseller**”), Customer’s use of the Products will be governed by this Agreement, subject to Section 20.14 (Reseller Orders) below.

By indicating your acceptance of this Agreement or accessing or using the Products, you are agreeing to be bound by the terms and conditions of this Agreement. Each party expressly agrees that this Agreement is legally binding upon it.

1. Overview. StreamSets Products are designed to enable Customer to configure, manage and monitor Data Pipelines. Data Tools (for configuring Data Pipelines) are deployed as Software while Control Tools (for managing and monitoring Data Pipelines) may be deployed as Software or used as a Service. StreamSets may receive Configuration Data or Usage Data through operation of the Products but never receives any of Customer’s Pipeline Data.

2. StreamSets Products.

2.1 Use of Products. During the Subscription Term, Customer may access and use the Products only for its internal business purposes in accordance with the Documentation, this Agreement and the Scope of Use. Only Users may access or use a Product.

(a) *Deployment Model.* StreamSets offers certain Products as Software and certain Products as a Service. In the event the same Product is offered as either Software or a Service (otherwise referred to as “**Hybrid**”), Customer may use either version provided that Customer: (i) notifies StreamSets Support personnel in advance of any switch between versions (including to receive any additional necessary Credentials) and (ii) acknowledges that StreamSets will not be responsible for any delays or interruptions associated with switching between versions.

(b) *Credentials.* Each User must keep Credentials confidential and not share them with anyone else. Customer is responsible for (i) its Users’ compliance with this Agreement and actions taken through their Credentials and (ii) disabling access to the Service by any User who is no longer an employee of Customer. StreamSets uses Credentials as described in its Privacy Policy, but the Privacy Policy does not apply to Configuration Data or Pipeline Data.

(c) *Installation of Software.* Customer may install and use the object code form of the Software on Customer Systems in connection with its authorized use of the Products.

(d) *Open Source Versions.* While StreamSets may separately make available software under open source licenses, any Software provided under this Agreement is governed solely by the terms of this Agreement and not the terms of any open source license.

2.2 Restrictions. As a condition on the rights granted to Customer, Customer will not (and will not permit anyone else to) do any of the following: (a) provide access to, distribute, sell or sublicense any Product to a third party (other than Users), (b) use any Product on behalf of, or to provide any product or service to, third parties, (c) use any Product to develop a similar or competing product or service, (d) reverse engineer, decompile, disassemble, or seek to access the source code, underlying ideas, algorithms, file formats or non-public APIs to any Product, except to the extent expressly permitted by Law (and then only with prior notice to StreamSets), (e) modify or create derivative works of any Product or copy any element of any Product (other than authorized copies of the Software), (f) remove or obscure any proprietary notices in any Product, (g) publish benchmarks or performance information about any Product, (h) interfere with the Service’s operation,

circumvent its access restrictions or conduct any security or vulnerability test of the Service or (i) transmit any viruses or other harmful materials to the Service.

3. SLA and Support. During the Subscription Term, the Service will be subject to the SLA and StreamSets will provide Support in accordance with the Support Policy.

4. Data

4.1 Pipeline Data. (a) *Data Pipelines.* Customer may configure and run processes that transport Pipeline Data between Endpoints (a “**Data Pipeline**”). Endpoints may be (a) internal to Customer or (b) services or data sources provided by third parties. Customer must have its own accounts for third-party Endpoints and is solely responsible for complying with any terms of service, privacy policies or other agreements governing third-party Endpoints. StreamSets is not responsible or liable for any Endpoints or the availability of integrations with any third-party Endpoints (which may change from time to time). (b) *No StreamSets Access to Pipeline Data.* Customer acknowledges that Data Tools are deployed only within Customer Systems and that no Pipeline Data is transmitted, stored or processed by the Service or StreamSets. StreamSets has no responsibility or liability for Pipeline Data, including for security.

4.2 Configuration Data. Customer grants StreamSets the non-exclusive, worldwide right to use, copy, store, transmit, display, modify and create derivative works of Configuration Data, but only as necessary to provide the Products, Support and any Technical Services to Customer under this Agreement.

4.3 Security. StreamSets uses reasonable technical and organizational measures designed to protect the Service and Configuration Data as described in the Security Policy.

4.4 Personal Data. Each party agrees to comply with the DPA.

5. Customer Obligations.

5.1 Generally. Customer is solely responsible for its Configuration Data and Pipeline Data (including its content and accuracy) and agrees to comply with Laws in using the Products. Customer represents and warrants that it has made all disclosures and has all rights, consents and permissions necessary to grant StreamSets the rights under this Agreement, all without violating or infringing Laws, third-party rights (including intellectual property, publicity or privacy rights) or any terms or privacy policies that apply to the Configuration Data or Pipeline Data.

5.2 High Risk Activities. Customer agrees that it will not use the Products for High Risk Activities. The Products are not intended to meet any legal obligations, and StreamSets has no liability, for High Risk Activities.

6. Technical Services. Any purchased Technical Services are as described in the relevant Order. Customer will give StreamSets timely access to Customer Materials reasonably needed for the Technical Services, and if Customer fails to do so, StreamSets’ obligation to provide Technical Services will be excused until access is provided. StreamSets will use Customer Materials only for purposes of providing Technical Services. Any Technical Services deliverables relate to the configuration or use of the Products. Customer may use any deliverables, including any reports or training materials, only as part of its authorized use of the Products, subject to the same terms as for the Products in Section 2 (StreamSets Products) and Section 5 (Customer Obligations).

7. Commercial Terms.

7.1 Subscription Term. Each Subscription Term will renew for successive 12-month periods unless either party gives the other party notice of non-renewal at least 30 days before the current Subscription Term ends.

7.2 Fees and Taxes. Fees are as described in each Order. Customer will reimburse StreamSets for reasonable travel and lodging expenses it incurs in providing Technical Services. Fees are invoiced on the schedule in the Order and reimbursable expenses are invoiced in arrears. Unless the Order provides otherwise, all fees and expenses are due within 30 days of the invoice date. Fees for renewal Subscription Terms are at StreamSets’ then-current rates, regardless of any discounted pricing in a prior Order. Late payments are subject to a service charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. All fees and expenses are non-refundable except as set out in Section 10.2 (Warranty Remedy), Section 14 (Indemnification) and the SLA. Customer is responsible for any sales, use, GST, value-added, withholding or similar taxes or levies that apply to its Orders, whether domestic or foreign (“**Taxes**”), other than StreamSets’ income tax. Fees and expenses are exclusive of Taxes.

7.3 Affiliate Orders. An Affiliate of Customer may enter its own Order(s) as mutually agreed with StreamSets. This creates a separate agreement between the Affiliate and StreamSets incorporating this Agreement with the

Affiliate treated as “Customer”. Neither Customer nor any Customer Affiliate has any rights under each other’s agreement with StreamSets, and breach or termination of any such agreement is not breach or termination under any other.

8. Suspension of Service. StreamSets may suspend Customer’s access to the Service and related services if Customer breaches Section 2.2 (Restrictions) or Section 5 (Customer Obligations), if Customer’s account is 30 days or more overdue or if Customer’s actions risk harm to other customers or the security, availability or integrity of the Service. Where practicable, StreamSets will use reasonable efforts to provide Customer with prior notice of the suspension. Once Customer resolves the issue requiring suspension, StreamSets will promptly restore Customer’s access to the Service in accordance with this Agreement.

9. Third-Party Platforms. Customer may choose to use the Products with Third-Party Platforms. Use of Third-Party Platforms is subject to Customer’s agreement with the relevant provider and not this Agreement, and may enable data exchange between the Products and Third-Party Platforms. StreamSets does not control and has no liability for Third-Party Platforms, including their security, functionality, operation, availability or interoperability or how the Third-Party Platforms use data received from the Products (including Configuration Data and Pipeline Data).

10. Warranties and Disclaimers.

10.1 Limited Warranty. StreamSets warrants to Customer that each Product will perform materially as described in the Documentation and StreamSets will not materially decrease the overall functionality of any Product during a Subscription Term. StreamSets does not warrant that Customer’s use of the Products will be uninterrupted or error-free or that any security mechanisms implemented by the Software will not have inherent limitations.

10.2 Warranty Remedy. If StreamSets breaches Section 10.1 (Limited Warranty) and Customer makes a reasonably detailed warranty claim within 30 days of discovering the issue, then StreamSets will use reasonable efforts to correct the non-conformity. If StreamSets cannot do so within 30 days of Customer’s warranty claim, either party may terminate the affected Order as relates to the non-conforming Product. StreamSets will then refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term. These procedures are Customer’s exclusive remedy and StreamSets’ entire liability for breach of the warranty in Section 10.1. This warranty does not apply to (a) issues caused by misuse or unauthorized modifications, (b) issues in or caused by third-party systems or (c) Trials and Betas or other free or evaluation use.

10.3 Disclaimers. Except as expressly provided in Section 10.1 (Limited Warranty), the Products, Support, Technical Services and all related StreamSets services are provided “AS IS”. StreamSets and its suppliers make no other warranties, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, title or noninfringement. StreamSets does not warrant Configuration Data will be accurate or preserved without loss. StreamSets is not liable for delays, failures or problems inherent in use of the Internet and electronic communications or other systems outside StreamSets’ control. Features of the Products designed to detect and filter categories of data (such as name and address) have inherent limitations. StreamSets does not guarantee that the Products will detect or filter all data with complete accuracy. Customer is solely responsible for its own data handling policies. Customer may have other statutory rights, but any statutorily required warranties will be limited to the shortest legally permitted period.

11. Term and Termination.

11.1 Term. This Agreement starts on the Effective Date and continues until expiration or termination of all Subscription Terms.

11.2 Termination. Either party may terminate this Agreement (including all Orders) if the other party (a) fails to cure a material breach of this Agreement (including a failure to pay fees) within 30 days after notice, (b) ceases operation without a successor or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors’ arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days.

11.3 Effect of Termination. Upon expiration or termination of this Agreement or an Order, (a) Customer’s right to use the Products (including its license to any Software) and Technical Services will terminate and (b) Customer will immediately cease any and all use of and access to the Products. At the disclosing party’s request upon expiration or termination of this Agreement, the receiving party will delete all of the disclosing

party's Confidential Information. Customer acknowledges that following termination it will have no further access to any Configuration Data input into the Service, and that StreamSets may delete any such data as may have been stored by StreamSets at any time. Configuration Data and other Confidential Information may be retained in the receiving party's standard backups after deletion but will remain subject to this Agreement's confidentiality restrictions.

11.4 Survival. These Sections survive expiration or termination of this Agreement: 2.2 (Restrictions), 5 (Customer Obligations), 7.2 (Fees and Taxes), 10.3 (Disclaimers), 11.3 (Effect of Termination), 11.4 (Survival), 11.4 (Ownership), 13 (Limitations of Liability), 14 (Indemnification), 15 (Confidentiality), 16 (Required Disclosures), 20 (General Terms) and 21 (Definitions). Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

12. Ownership. Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for StreamSets' use rights in this Agreement, between the parties Customer retains all intellectual property and other rights in Configuration Data and Customer Materials provided to StreamSets. Except for Customer's use rights in this Agreement, StreamSets and its licensors retain all intellectual property and other rights in the Products, any Technical Services deliverables and related StreamSets technology, templates, formats and dashboards, including any modifications or improvements to these items made by StreamSets. StreamSets may generate and use Usage Data to operate, improve, analyze and support the Products and for other lawful business purposes. Usage Data may be collected through certain StreamSets or third-party provider tools internally through the Product, and Customer may elect to cease transmission of Usage Data through such tools. If Customer provides StreamSets with feedback or suggestions regarding any Products or other StreamSets offerings, StreamSets may use the feedback or suggestions without restriction.

13. Limitations of Liability.

13.1 Consequential Damages Waiver. **Except for Excluded Claims, neither party (nor its suppliers) will have any liability arising out of or related to this Agreement for any loss of use, lost data, lost profits, failure of security mechanisms, interruption of business or any indirect, special, incidental, reliance or consequential damages of any kind, even if informed of their possibility in advance.**

13.2 Liability Cap. **Except for Excluded Claims, each party's (and its suppliers') entire liability arising out of or related to this Agreement will not exceed in aggregate the amounts paid or payable by Customer to StreamSets during the prior 12 months under this Agreement.**

13.3 Excluded Claims. "Excluded Claims" means: (a) Customer's breach of Sections 2.2 (Restrictions) or 5 (Customer Obligations), (b) either party's breach of Section 15 (Confidentiality) (but excluding claims relating to Configuration Data) or (c) amounts payable to third parties under StreamSets' indemnity obligation in Section 14 (Indemnification).

13.4 Nature of Claims and Failure of Essential Purpose. The waivers and limitations in this Section 13 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

14. Indemnification. StreamSets will defend Customer from and against any third-party claim to the extent alleging that a Product, when used by Customer as authorized in this Agreement, infringes a third-party's U.S. patent, copyright or trademark, and will indemnify and hold harmless Customer against any damages or costs awarded against Customer (including reasonable attorneys' fees) or agreed in settlement by StreamSets resulting from the claim. StreamSets' obligations in this Section 14 are subject to receiving: (a) prompt notice of the claim, (b) the exclusive right to control and direct the investigation, defense and settlement of the claim and (c) all reasonably necessary cooperation of the Customer, at StreamSets' expense for reasonable out-of-pocket costs. StreamSets may not settle any claim without Customer's prior consent if settlement would require Customer to admit fault or take or refrain from taking any action (other than relating to use of the Products). Customer may participate in a claim with its own counsel at its own expense. In response to an actual or potential infringement claim, if required by settlement or injunction or as StreamSets determines necessary to avoid material liability, StreamSets may at its option: (a) procure rights for Customer's continued use of the Product, (b) replace or modify the allegedly infringing portion of the Product to avoid infringement without reducing the Product's overall functionality or (c) terminate the affected Order and refund to Customer any pre-paid, unused fees for the terminated portion of the applicable Subscription Term. StreamSets' obligations in this Section 14 do not apply (1) to infringement resulting from Customer's modification of the

Product or use of the Product in combination with items not provided by StreamSets, (2) to infringement resulting from use of a non-supported version of the Software, (3) to unauthorized use of the Product, (4) if Customer settles or makes any admissions about a claim without StreamSets' prior consent or (5) to Trials and Betas or other free or evaluation use. **This Section 14 sets out Customer's exclusive remedy and StreamSets' entire liability regarding infringement of third-party intellectual property rights.**

15. Confidentiality.

15.1 Definition. "**Confidential Information**" means information disclosed to the receiving party under this Agreement that is designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. StreamSets' Confidential Information includes the terms and conditions of this Agreement and any technical or performance information about any Product.

15.2 Obligations. As receiving party, each party will (a) hold Confidential Information in confidence and not disclose it to third parties except as permitted in this Agreement and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. The receiving party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for StreamSets, the subcontractors referenced in Section 20.9), provided it remains responsible for their compliance with this Section 15 and they are bound to confidentiality obligations no less protective than this Section 15.

15.3 Exclusions. These confidentiality obligations do not apply to information that the receiving party can document (a) is or becomes public knowledge through no fault of the receiving party, (b) it rightfully knew or possessed prior to receipt under this Agreement, (c) it rightfully received from a third party without breach of confidentiality obligations or (d) it independently developed without using the disclosing party's Confidential Information.

15.4 Remedies. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 15.

16. Required Disclosures. Nothing in this Agreement prohibits either party from making disclosures, including of Configuration Data and other Confidential Information, if required by Law, subpoena or court order, provided (if permitted by Law) it notifies the other party in advance and cooperates in any effort to obtain confidential treatment.

17. Trials and Betas. If Customer receives access to any Product or Product features on a free or trial basis (including through <https://streamsets.com/>) or as an alpha, beta or early access offering ("**Trials and Betas**"), use is permitted only for Customer's internal evaluation during the period designated by StreamSets (or if not designated, 30 days). Trials and Betas are optional and either party may terminate Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete or include features that StreamSets may never release, and their features and performance information are StreamSets' Confidential Information. **Notwithstanding anything else in this Agreement, StreamSets provides no warranty, indemnity, data archiving, SLA or support for Trials and Betas and its liability for Trials and Betas will not exceed US\$500.**

18. Publicity. Neither party may publicly announce this Agreement except with the other party's prior consent or as required by Laws. However, StreamSets may include Customer and its trademarks in StreamSets' customer lists and promotional materials but will cease this use at Customer's written request.

19. Modifications to Agreement. StreamSets may modify this Agreement (which may include changes to Product pricing and plans) from time to time by giving notice to Customer by email or through the Product. Unless a shorter period is specified by StreamSets (e.g., due to changes in the law or exigent circumstances), modifications become effective upon renewal of Customer's current Subscription Term or entry into a new Order. If StreamSets specifies that the modifications to the Agreement will take effect prior to Customer's next renewal or Order and Customer notifies StreamSets by email at legal@streamsets.com of its objection to the modifications within 30 days after the date of such notice, StreamSets (at its option and as Customer's exclusive remedy) will either: (a) permit Customer to continue under the existing version of this Agreement until expiration of the then-current Subscription Term (after which time the modified Agreement will go into effect) or (b) allow Customer to terminate this Agreement and receive a refund of any pre-paid Product fees allocable to the terminated portion of the applicable Subscription Term. Customer may be required to click to

accept or otherwise agree to the modified Agreement in order to continue using a Product, and in any event (unless otherwise agreed by StreamSets above) continued use of the Product after the updated version of this Agreement goes into effect will constitute Customer's acceptance of such updated version.

20. General Terms.

20.1 Assignment. Neither party may assign this Agreement without the prior consent of the other party, except that either party may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all its assets or voting securities. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

20.2 Governing Law, Jurisdiction and Venue. This Agreement is governed by the laws of the State of California and the United States without regard to conflicts of laws provisions and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions related to this Agreement will be the state and United States federal courts located in San Francisco, California and both parties submit to the personal jurisdiction of those courts.

20.3 Notices. Except as set out in this Agreement, any notice or consent under this Agreement must be in writing and will be deemed given: (a) upon receipt if by personal delivery, (b) upon receipt if by certified or registered U.S. mail (return receipt requested) or (c) one day after dispatch if by a commercial overnight delivery service. If to StreamSets, notice must be provided to StreamSets, Inc., 150 Spear Street, Suite 300, San Francisco, CA 94105, Attention: General Counsel. If to Customer, StreamSets may provide notice to the address Customer provided at registration. Either party may update its address with notice to the other party. StreamSets may also send operational notices to Customer by email or through the Service.

20.4 Entire Agreement. This Agreement (which includes all Orders, the Policies and the DPA) is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. This Agreement may be executed in counterparts (including electronic copies and PDFs), each of which is deemed an original and which together form one and the same agreement.

20.5 Amendments. Except as otherwise provided herein, any amendments, modifications or supplements to this Agreement must be in writing and signed by each party's authorized representatives or, as appropriate, agreed through electronic means provided by StreamSets. Nonetheless, with notice to Customer, StreamSets may modify the Policies to reflect new features or changing practices, but the modifications will not materially decrease StreamSets' overall obligations during a Subscription Term. The terms in any Customer purchase order or business form will not amend or modify this Agreement and are expressly rejected by StreamSets; any of these Customer documents are for administrative purposes only and have no legal effect.

20.6 Waivers and Severability. Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.

20.7 Software Audit Rights. Upon StreamSets' written request, Customer will certify in a signed writing that Customer's use of the Software is in full compliance with the terms of this Agreement (including the Scope of Use). If Customer fails to so certify upon request, with prior reasonable notice of at least thirty (30) days, StreamSets may audit the copies of the Software in use by Customer provided such audit is during regular business hours. Customer is responsible for such audit costs only in the event the audit reveals that Customer's use is not in accordance with the licensed Scope of Use.

20.8 Force Majeure. Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond its reasonable control, such as a strike, blockade, war, pandemic, act of terrorism, riot, Internet or utility failures, refusal of government license or natural disaster.

20.9 Subcontractors. StreamSets may use subcontractors and permit them to exercise StreamSets' rights, but StreamSets remains responsible for their compliance with this Agreement and for its overall performance under this Agreement.

20.10 Independent Contractors. The parties are independent contractors, not agents, partners or joint venturers.

20.11 Export. Customer acknowledges that the Products are subject to export restrictions by the United States government and import restrictions by certain foreign governments. Customer will not and will not allow any third party to remove or export from the United States or allow the export or re-export of any part of the

Products or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Without limiting the foregoing, (i) Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country and (ii) Customer will not submit to the Products any information that is controlled under the U.S. International Traffic in Arms Regulations. The Products are further restricted from being used for the design or development of nuclear, chemical or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government.

20.12 Open Source. The Software may contain or be provided with third-party components subject to the terms and conditions of "open source" software licenses ("**Third-Party Open Source**"). Third-Party Open Source may be identified in the Documentation, or StreamSets will provide a list of the Third-Party Open Source to Customer upon Customer's written request. To the extent required by the license that accompanies the Third-Party Open Source, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Third-Party Open Source, including, without limitation, any provisions governing access to source code, modification or reverse engineering. For clarity, Third-Party Open Source does not include any StreamSets Open Source.

20.13 Government End-Users. The Products and Documentation are "commercial items" as that term is defined by FAR 2.101. If Customer is a U.S. Federal Government ("**Government**") Executive Agency (as defined in FAR 2.101), StreamSets provides the Products and Documentation, including any related technical data, and Professional Services in accordance with the following: If acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense ("**DoD**"), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and the software customarily provided to the public as defined in this Agreement. If acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in Commercial Computer Software or Commercial Computer Software Documentation), only those rights in technical data and the software customarily provided in this Agreement. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies, except under GSA schedule contracts. Any Federal Legislative or Judicial Agency will obtain only those rights in technical data and the software customarily provided to the public as defined in this Agreement. If any Federal Executive, Legislative, or Judicial Agency has a need for rights not conveyed under the terms described in this Section 20.13, it must negotiate with StreamSets to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum (between StreamSets and Customer) specifically conveying such rights must be included in any applicable contract or agreement to be effective. If this Agreement fails to meet the Government's needs or is inconsistent in any way with Federal law, and the parties cannot reach a mutual agreement on terms for Customer's use, Customer agrees to terminate Customer's use of the Products and Documentation and return the Products and Documentation and any other software or technical data delivered as part of the Products and Documentation, unused, to StreamSets. This U.S. Government Rights clause in this Section 20.13 is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in the Products, and computer software or technical data.

20.14 Reseller Orders. This Section applies to any access to the Products purchased by Customer through a Reseller.

20.14.1 Commercial Terms. Instead of paying StreamSets, Customer will pay applicable amounts to the Reseller as agreed between Customer and the Reseller. Customer's order details (e.g., Scope of Use and fees) will be as stated in the Order placed by Reseller with StreamSets on Customer's behalf. The Reseller is responsible for the accuracy of such Order. StreamSets may suspend or terminate Customer's rights to use the Products if it does not receive the corresponding payment from the Reseller. If Customer is entitled to a refund

under this Agreement, StreamSets will refund any applicable fees to the Reseller and the Reseller will be solely responsible for refunding the appropriate amounts to Customer, unless otherwise specified.

20.14.2 Relationship with StreamSets. This Agreement is directly between StreamSets and Customer and governs all use of the Products by Customer. Resellers are not authorized to modify this Agreement or make any promises or commitments on StreamSets' behalf, and StreamSets is not bound by any obligations to Customer other than as set forth in this Agreement. StreamSets is not party to (or responsible under) any separate agreement between Customer and Reseller and is not responsible for the Reseller's acts, omissions, products or services. The amount paid or payable by the Reseller to StreamSets for Customer's use of the applicable Product under this Agreement will be deemed the amount paid or payable by Customer to StreamSets under this Agreement for purposes of Section 13 (Limitations of Liability).

21. Definitions.

"Affiliate" means any entity under the control of Customer where "control" means ownership of or the right to control greater than 50% of the voting securities of such entity.

"Configuration Data" means technical data specific to Customer's configuration of the Service (such as Endpoint identities) or otherwise collected by the Service or submitted by or on behalf of Customer to the Service. Configuration Data excludes Pipeline Data and Usage Data.

"Control Tools" means Products other than Data Tools. As of the Effective Date, Control Tools includes StreamSets Control Hub.

"Credentials" means user IDs, passwords, accounts, license keys or other Product access mechanisms provided by StreamSets.

"Customer Materials" means materials, systems and other resources that Customer provides to StreamSets in connection with Technical Services.

"Customer Systems" means computers, servers, hardware or other systems (whether real or virtual) controlled by, or operated for the benefit of, Customer.

"Data Pipeline" has the meaning set forth in Section 4.1 (Pipeline Data).

"DPA" means the Data Processing Addendum between the parties, the current version of which is [here](#).

"Data Tools" means Software which, among other features, configures and runs Data Pipelines and collects Configuration Data. As of the Effective Date, Data Tools include StreamSets Data Collector and Transformer.

"Documentation" means the then-current version of technical user documentation provided with the applicable Product.

"Endpoint" means the origin or destination point for Pipeline Data (e.g. a database).

"High Risk Activities" means activities where use or failure of the Products could lead to death, personal injury or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles or air traffic control.

"Laws" means all relevant local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications and export of technical or personal data.

"Maintenance" has the meaning set forth in the Support Policy.

"Order" means any StreamSets-provided ordering document, online registration, order description or order confirmation referencing this Agreement.

"Pipeline Data" means the data streaming through a Data Pipeline.

"Policies" means the Privacy Policy, Security Policy, Support Policy and SLA.

"Privacy Policy" means the [Privacy Policy](#).

"Products" means the Software and Service.

"Scope of Use" means any core, processor, node, Endpoint or other scope of use restrictions set forth in the applicable Order.

"Security Policy" means the StreamSets [Security Policy](#).

"Service" means StreamSets' proprietary cloud service, as identified in the relevant Order and as modified from time to time. The Service includes the Software and Documentation but does not include Technical Services deliverables.

"SLA" means the StreamSets [Service Level Agreement](#).

“Software” means the specific StreamSets proprietary software product(s), including any related software development kits, identified on the applicable Order. Software will also include any Documentation and any Maintenance releases of the same Software product provided to Customer under this Agreement.

“Subscription Term” means the term for Customer’s use of the Service as identified in an Order.

“Support” means support for the Products as described in the Support Policy.

“Support Policy” means the StreamSets [Support Policy](#).

“Technical Services” means any training, enablement or other technical services provided by StreamSets related to the Service, as identified in an Order.

“Third-Party Platform” means any platform, add-on, service or product not provided by StreamSets that Customer elects to integrate or enable for use with any Product.

“Usage Data” means technical, log, usage and other data related to Customer’s general use of a Product, such as the Product version and the number and running duration of active Data Pipelines (but excluding Configuration Data and Pipeline Data).

“User” means any employee or contractor of Customer or its Affiliates that Customer allows to use the Service on its behalf.