STREAMSETS CLOUD™

TERMS OF SERVICE

Updated: November 26, 2019

This StreamSets Cloud Terms of Service ("Agreement") is entered into by and between StreamSets, Inc. ("StreamSets") and the entity or person placing an order for or accessing the Service ("Customer" or "you"). This Agreement consists of the terms and conditions set forth below and included on any Order (including if issued through an online registration flow). If you are accessing or using the Service 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 the Service 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.

Modifications to this Agreement: From time-to-time, StreamSets may modify this Agreement by giving notice to Customer by email or through the Service. If Customer notifies StreamSets by email at legal@streamsets.com within thirty (30) days of receipt of such notice that it objects to such modifications, StreamSets (at its option and as Customer’s exclusive remedy) will either: (a) permit Customer to continue under the prior version of this Agreement until expiration of Customer’s 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 fees Customer has pre-paid for use of the Service for the terminated portion of the applicable Subscription Term. Unless otherwise specified in StreamSets’ notice, the modifications become effective thirty (30) days after the date of such notice. Customer may be required to click to accept or otherwise agree to the modified Agreement in order to continue using the Service, and in any event (unless otherwise agreed by StreamSets above) continued use of the Service after the updated version of this Agreement goes into effect will constitute Customer’s acceptance of such updated version.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR ACCESSING OR USING THE SERVICE, YOU ARE AGREEING TO BE BOUND BY ALL TERMS, CONDITIONS, AND NOTICES CONTAINED OR REFERENCED IN THIS AGREEMENT. If you purchased access to the Service through a StreamSets reseller and do not agree to this Agreement, then you may terminate your order and receive a refund of any fees you have pre-paid for use of the Service, provided you notify StreamSets by email at legal@streamsets.com within thirty (30) days of your purchase and have not accessed the Service. FOR CLARITY, EACH PARTY EXPRESSLY AGREES THAT THIS AGREEMENT IS LEGALLY BINDING UPON IT.
1. **Overview.** The Service is designed to enable Customer to configure, manage and monitor Data Pipelines. StreamSets may receive Customer Data or Usage Data through operation of the Service, but other than encrypted transmission through the Service, StreamSets does not store or otherwise process Pipeline Data.

2. **The Service.**
   1. **Permitted Use.** During the Subscription Term, Customer may access and use the Service only for its internal business purposes in accordance with the Documentation and this Agreement, including any usage limits in an Order.
   2. **Users.** Only Users may access or use the Service. 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. Customer will promptly notify StreamSets if it becomes aware of any compromise of its User Credentials.
   3. **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 the Service to a third party (other than Users), (b) use the Service on behalf of, or to provide any product or service to, third parties, (c) use the Service 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 the Service, except to the extent expressly permitted by Law (and then only with prior notice to StreamSets), (e) modify or create derivative works of the Service or copy any element of the Service, (f) remove or obscure any proprietary notices in the Service, (g) publish benchmarks or performance information about the Service, (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.

4. **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 the Service to a third party (other than Users), (b) use the Service on behalf of, or to provide any product or service to, third parties, (c) use the Service 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 the Service, except to the extent expressly permitted by Law (and then only with prior notice to StreamSets), (e) modify or create derivative works of the Service or copy any element of the Service, (f) remove or obscure any proprietary notices in the Service, (g) publish benchmarks or performance information about the Service, (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.**
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) *Pipeline Data.* Pipeline Data is transmitted through the Service using Endpoint to Endpoint encryption (as further described in the Documentation or Security Policy) but is not stored or otherwise processed by the Service.

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

3. **Usage Data.** StreamSets may collect Usage Data and use it to operate, improve and support the Service and for other lawful business practices, such as analytics, benchmarking and reports. However, StreamSets will not disclose Usage Data externally, including in benchmarks or reports, unless it has been (a) de-identified so that it does not individually identify Customer, its Users or any other person and (b) aggregated with usage data across other StreamSets customers.

4. **Security.** StreamSets uses reasonable technical and organizational measures designed to protect the Service and Customer Data as described in the Security Policy.

5. **Personal Data.** Each party agrees to comply with the DPA.

5. **Customer Obligations.**
   1. **Generally.** Customer is responsible for its Customer Data, including its content and accuracy, and agrees to comply with Laws in using the Service. Customer represents and warrants that it has made all disclosures and has all rights, consents and permissions necessary to use its Customer Data with the Service and grant StreamSets the rights in Section 4.2 (Customer Data), 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 Customer Data.
   2. **Prohibited Uses.** Customer must not use the Service with Prohibited Data or for High Risk Activities. Customer acknowledges that the Service is not intended to meet any legal obligations for these uses, including HIPAA requirements, and that StreamSets is not a Business Associate as defined under HIPAA. Notwithstanding anything else in this Agreement, StreamSets has no liability for Prohibited Data or use of the Service 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. If StreamSets provides Customer with deliverables as part of Technical Services, including any reports
or training materials, Customer may use the deliverables only as part of its authorized use of the Service, subject to the same terms as for the Service in Section 2 (The Service) and Section 5 (Customer Obligations).

7. **Commercial Terms.**
   1. **Subscription Term.** Each Subscription Term will renew for successive periods of the same length unless either party gives the other party notice of non-renewal at least 30 days before the current Subscription Term ends.
   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. 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 9.2 (Warranty Remedy), Section 13 (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.

8. **Suspension of Service.** StreamSets may suspend Customer’s access to the Service and related services if Customer breaches Section 2.3 (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. **Warranties and Disclaimers.**
   1. **Limited Warranty.** StreamSets warrants to Customer that the Service will perform materially as described in the Documentation and StreamSets will not materially decrease the overall functionality of the Service during a Subscription Term. StreamSets does not warrant that Customer’s use of the Service will be uninterrupted or error-free or that any security mechanisms implemented by the Service will not have inherent limitations.
   2. **Warranty Remedy.** If StreamSets breaches Section 9.1 (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 Service. 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 9.1. This warranty does not apply to (a) issues caused by misuse or unauthorized modifications, (b) issues in or caused by Third-Party Platforms or other third-party systems or (c) Trials and Betas or other free or evaluation use.
3. **Disclaimers.** Except as expressly provided in Section 9.1 (Limited Warranty), the Service, 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 Customer 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 Service designed to detect and filter categories of data (such as name and address) have inherent limitations. StreamSets does not guarantee that the Service 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.

10. **Term and Termination.**

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

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.

3. **Effect of Termination.** Upon expiration or termination of this Agreement or an Order, (a) Customer’s right to use the Service and Technical Services will terminate and (b) Customer will immediately cease any and all use of and access to the Service. 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 Customer Data input into the Service, and that StreamSets may delete any such data as may have been stored by StreamSets at any time. Customer 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.

4. **Survival.** These Sections survive expiration or termination of this Agreement: 2.3 (Restrictions), 4.3 (Usage Data), 5 (Customer Obligations), 7.2 (Fees and Taxes), 9.3 (Disclaimers), 10.3 (Effect of Termination), 10.4 (Survival), 11 (Ownership), 12 (Limitations of Liability), 13 (Indemnification), 14 (Confidentiality), 15 (Required Disclosures), 16 (Trials and Betas), 18 (General Terms) and 19 (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.

11. **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 Customer 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 Service, any Technical Services deliverables and related StreamSets technology, templates, formats and dashboards, including any modifications or improvements to these items made by StreamSets. If Customer provides StreamSets with feedback or suggestions regarding the Service or other StreamSets offerings, StreamSets may use the feedback or suggestions without restriction.

12. Limitations of Liability.
   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.
   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.
   3. Excluded Claims. “Excluded Claims” means: (a) Customer’s breach of Sections 2.3 (Restrictions) or 5 (Customer Obligations) or (b) amounts payable to third parties under the indemnifying party’s obligations in Section 13 (Indemnification).
   4. Nature of Claims and Failure of Essential Purpose. The waivers and limitations in this Section 12 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.

13. Indemnification.
   1. Indemnification by StreamSets StreamSets will defend Customer from and against any third-party claim to the extent alleging that the Service, when used by Customer as authorized in this Agreement, infringes a third party’s U.S. patent, copyright, trademark or trade secret, 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.
   2. Indemnification by Customer. Customer will defend StreamSets from and against any third-party claim to the extent resulting from Customer Data, Customer Materials or Customer’s breach or alleged breach of Section 5 (Customer Obligations), and will indemnify and hold harmless StreamSets against any damages or costs awarded against StreamSets (including reasonable attorneys’ fees) or agreed in settlement by Customer resulting from the claim.
   3. Procedures. The indemnifying party’s obligations in this Section 13 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 indemnified party, at the indemnifying party’s
expense for reasonable out-of-pocket costs. The indemnifying party may not settle any claim without the indemnified party’s prior consent if settlement would require the indemnified party to admit fault or take or refrain from taking any action (other than relating to use of the Service, when StreamSets is the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

4. **Mitigation and Exceptions.** 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 Service, (b) replace or modify the allegedly infringing portion of the Service to avoid infringement without reducing the Service’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 13 do not apply (1) to infringement resulting from Customer’s modification of the Service or use of the Service in combination with items not provided by StreamSets (including Third-Party Platforms), (2) to unauthorized use of the Service, (3) if Customer settles or makes any admissions about a claim without StreamSets’ prior consent or (4) to Trials and Betas or other free or evaluation use. **This Section 13 sets out Customer’s exclusive remedy and StreamSets’ entire liability regarding infringement of third-party intellectual property rights.**

14. **Confidentiality.**

1. **Definition.** “Confidential Information” means information disclosed 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 the Service.

2. **Obligations.** As receiving party, each party will (a) hold in confidence and not disclose Confidential Information 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 18.8), provided it remains responsible for their compliance with this Section 14 and they are bound to confidentiality obligations no less protective than this Section 14.

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.

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 14.

15. **Required Disclosures.** Nothing in this Agreement prohibits either party from making
disclosures, including of Customer 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.

16. **Trials and Betas.** If Customer receives access to the Service features on a free or trial
basis 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 cease 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, SLA or support for
Trials and Betas and its liability for Trials and Betas will not exceed US$500.**

17. **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.

18. **General Terms.** Neither party may publicly announce this Agreement except with the
other party’s prior written 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.

   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.

   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.

   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.
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.

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.

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.

7. **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, act of terrorism, riot, Internet or utility failures, refusal of government license or natural disaster.

8. **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.

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

10. **Export.** Customer agrees to comply with all relevant U.S. and foreign export and import Laws in using the Service. Customer (a) 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, (b) agrees not to access or use the Service in violation of any U.S. export embargo, prohibition or restriction and (c) will not submit to the Service any information controlled under the U.S. International Traffic in Arms Regulations.

11. **Government End-Users.** The Service 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 Service 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 shall 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 18.11, 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 Service and Documentation and return the Documentation and any other software or technical data delivered as part of the Service and Documentation, unused, to StreamSets. This U.S. Government Rights clause in this Section 18.11 is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in the Service, and computer software or technical data.

12. Third-Party Platforms. Customer may choose to use the Service with Third-Party Platforms. Use of Third-Party Platforms is subject to Customer’s agreement with the relevant provider and not this Agreement. 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 or their providers use Customer Data. If Customer enables a Third-Party Platform with the Service, StreamSets may access and exchange Customer Data with the Third-Party Platform on Customer’s behalf.


“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 relating to Customer’s use of the Service (such as Endpoint identities, Data Pipeline configurations or number or size of records, error rate, throughput, memory utilization or other attributes of Customer’s Pipeline Data) 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. “Credentials” means user IDs, passwords, accounts, license keys or other Product access mechanisms provided by StreamSets. “Customer Data” means Configuration Data and Pipeline Data. “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 Protection Addendum between the parties which is available at streamsets.com/streamsets-cloud-dpa.

“Documentation” means the then-current version of technical user documentation provided with the Service.

“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 Service 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.

“Order” means an order form for access to the Service, Support, Technical Services or related services that is executed by the parties and references this Agreement.

“Pipeline Data” means the data streaming through a Data Pipeline.

“Prohibited Data” means any (a) special categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation, (b) patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) (“HIPAA”), (c) credit, debit or other payment card data subject to the Payment Card Industry Data Security Standards (PCI DSS), (d) other information subject to regulation or protection under specific Laws such as the Children’s Online Privacy Protection Act or Gramm-Leach-Bliley Act (or related rules or regulations), (e) social security numbers, driver’s license numbers or other government ID numbers or (f) any data similar to the above protected under foreign or domestic Laws.

“Policies” means the Security Policy, Support Policy and SLA.

“Security Policy” means the StreamSets Cloud Security Policy, the current version of which is available at streamsets.com/streamsets-cloud-data-security.

“Service” means StreamSets’ proprietary cloud service, as identified in the relevant Order and as modified from time to time. The Service includes the Documentation but does not include Technical Services deliverables or Third-Party Platforms.

“SLA” means the StreamSets Service Level Agreement, the current version of which is available at streamsets.com/sla.
“Subscription Term” means the term for Customer’s use of the Service as identified in an Order.

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

“Support Policy” means the StreamSets Cloud Support Policy, the current version of which available at streamsets.com/streamsets-cloud-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 the Service.

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

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