



Effective Date: August 4, 2023
(prior versions available here)

CLICKHOUSE CLOUD TERMS OF SERVICE

THESE CLICKHOUSE CLOUD TERMS OF SERVICE ("**TERMS**") GOVERN THE ACCESS TO AND/OR USE OF THE CLICKHOUSE CLOUD SERVICE ("**CLICKHOUSE CLOUD**"), AND ARE PART OF A LEGAL CONTRACT BETWEEN CLICKHOUSE, INC. ("**CLICKHOUSE**", "**WE**" OR "**US**") AND PERSONS OR ENTITIES ("**CUSTOMER**" OR "**YOU**") SEEKING TO ACCESS AND/OR USE CLICKHOUSE CLOUD. THE TERMS, TOGETHER WITH ANY APPLICABLE ORDER FORM, AS WELL AS ADDITIONAL TERMS AND CONDITIONS AND/OR POLICIES REFERENCED AND INCORPORATED HEREIN, PROVIDE ALL OF THE TERMS AND CONDITIONS INCLUDED IN A LEGALLY BINDING CONTRACT BETWEEN YOU AND CLICKHOUSE ("**AGREEMENT**"), WHICH BECOMES EFFECTIVE UPON YOUR REGISTRATION FOR AN ACCOUNT ON CLICKHOUSE CLOUD. IF YOU ACCESS OR USE CLICKHOUSE CLOUD ON BEHALF OF AN ENTITY, YOU HEREBY REPRESENT AND WARRANT TO CLICKHOUSE THAT YOU HAVE THE ACTUAL AUTHORITY TO BIND SUCH ENTITY TO THE AGREEMENT.

IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS IN THE AGREEMENT, YOU SHOULD NOT ACCESS OR USE CLICKHOUSE CLOUD, BECAUSE BY ACCESSING OR USING CLICKHOUSE CLOUD, YOU IRREVOCABLY AGREE TO ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT. NOTWITHSTANDING THE FOREGOING, ANY WRITTEN AGREEMENT CURRENTLY IN EFFECT BETWEEN CLICKHOUSE AND YOU, OR AN ENTITY ON WHOSE BEHALF YOU ARE ACTING, THE TERMS OF WHICH ADDRESS YOUR USE OF CLICKHOUSE CLOUD, SHALL GOVERN YOUR USE OF CLICKHOUSE CLOUD IN LIEU OF THIS AGREEMENT.

1 CUSTOMER ACCOUNT AND PURCHASE OF CREDITS

1.1 **Customer Account.** In order to use ClickHouse Cloud, you must first register for an account ("**Account**"). You are responsible for maintaining the security of your Account (including, but not limited to, login credentials and the correct configuration of access control lists), and you are fully responsible for all activities that occur under your Account, and any other actions taken in connection with your Account. You agree to immediately notify ClickHouse of any unauthorized use of your Account, or any other breaches of security related to your Account, of which you become aware. ClickHouse will have no liability for any acts or omissions on your part, including any damages of any kind incurred as a result of such acts or omissions. Customer may permit its Affiliates and third party contractors to use its Account, provided that Customer remains responsible for any such use, and provided that such Affiliates and contractors are not ClickHouse competitors.

1.2 **Pay as You Go.** Provided that you have supplied ClickHouse with a valid credit card, you may use ClickHouse Cloud on a "pay as you go" basis, for which you will be billed monthly in arrears at the then-prevailing rates for use of ClickHouse Cloud, provided that ClickHouse may bill you more frequently for fees accrued if ClickHouse believe there is a risk of non-payment or that your Account may be fraudulent.

1.3 **Purchase and Use of Credits.** As an alternative to using ClickHouse Cloud on a "pay as you go" basis as set forth in Section 1.2 above, you may purchase Credits in advance. Except as set forth in Section 1.5 below, orders for Credits may be placed by Customer through (i) the execution of Order Forms with ClickHouse or (ii) issuance by Customer of a Qualifying PO, which will be deemed to constitute, for the purposes of this Agreement, the execution by Customer of the Order Form referenced in the applicable Qualifying PO. Customer's use of ClickHouse Cloud will be charged against available Credits that have been purchased by Customer.

1.3.1 **Overconsumption.** Where Customer has used all Credits under an applicable Order Form, Customer may purchase additional Credits under a new Order Form, provided, however, that any use of ClickHouse Cloud by Customer in excess of Credits purchased, will be charged to Customer at same per credit pricing included on the last Order Form under which Credits were purchased through the remainder of the Order Form Term, and Customer will be billed for such usage monthly in arrears, provided that ClickHouse

may bill you more frequently for fees accrued if ClickHouse believe there is a risk of non-payment.

1.3.2 **Underconsumption.** Where Customer does not use all available Credits prior to the expiration of an applicable Order Form Term, such Credits will also expire, unless Customer enters into a new Order Form prior to the expiration of the applicable Order Form Term, in which case such Credits will be rolled over to such new Order Form.

1.4 **Affiliates.** The parties agree that their respective Affiliates may also conduct business under this Agreement by entering into Order Forms, which in some cases may be subject to such additional and/or alternative terms and conditions to those contained in this Agreement as may be mutually agreed in the Order Form or as may be set forth in a participation agreement, executed by the applicable parties which incorporates the terms and conditions of this Agreement, as amended by the terms of the Order Form or the participation agreement, as applicable. Accordingly, where Affiliates of the parties conduct business hereunder, references to Customer herein shall include any applicable Customer Affiliate, and references to ClickHouse herein shall include any applicable ClickHouse Affiliate. The parties agree that where either of them or one of their Affiliates enters into an Order Form with an Affiliate of the other party, that such Affiliate shall be solely responsible for performing all of its obligations under this Agreement in connection with such Order Form.

1.5 **Purchases Through Resellers.** The parties agree that Customer may purchase Credits through Resellers, the use of which are subject to this Agreement. Orders for Credits purchased through a Reseller, including multi-year commitments and are not subject to cancellation by Customer. Where Customer purchases Credits through a Reseller, the Reseller will enter into an Order Form with ClickHouse for the purchase of Credits that references this Agreement and shows Customer as the "ship to" party and Reseller as the "bill to" party, and Reseller and Customer will enter into a separate agreement setting forth the fees to be paid by Customer to Reseller for such Credits, as well as any other terms or conditions that apply between them. ClickHouse hereby agrees that, subject to receiving payment from the Reseller, it shall be responsible to Customer, pursuant to the terms and conditions of this Agreement, for providing the Credits under any such Order Form. Customer hereby acknowledges that ClickHouse will not be responsible for the obligations of any Reseller to Customer under such separate agreement, for the acts or omissions of Reseller, or for any third party

products or services furnished to Customer by any Reseller. For the avoidance of doubt, Section 2 below will be of no effect where Customer purchases Credits through a Reseller, as payment and taxes will be addressed in the agreement between Reseller and Customer.

2 PAYMENT; TAXES AND DISPUTES

2.1 Payment. ClickHouse will invoice Customer for the fees due under each Order Form or otherwise under this Agreement, and Customer will pay such fees within thirty (30) days after receipt of an applicable invoice. All invoices will be paid in U.S. dollars. Payments will be made without right of set-off or chargeback. Where Customer does not pay an undisputed invoice within fifteen (15) days of notice (email sufficient) from ClickHouse that a payment is overdue, ClickHouse may suspend Customer's access to ClickHouse Cloud until the overdue payment is received. Except as otherwise expressly provided in this Agreement, any and all payments made by Customer pursuant to this Agreement or any Order Form are non-refundable, and all commitments to make any payments hereunder or under any Order Form are non-cancellable.

2.2 Taxes. All fees stated on an Order Form are exclusive of any applicable sales, use, value added and excise taxes levied upon the delivery or use of the taxable components, if any, of any Credits purchased by Customer under this Agreement (collectively, "**Taxes**"). Taxes do not include any taxes on the net income of ClickHouse or any of its Affiliates. Unless Customer provides ClickHouse a valid state sales/use/excise tax exemption certificate or Direct Pay Permit, and provided that ClickHouse separately states any such taxes in the applicable invoice, Customer will pay and be solely responsible for all Taxes. If Customer is required by any foreign governmental authority to deduct or withhold any portion of the amount invoiced for the delivery or use of ClickHouse Cloud under this Agreement, Customer shall increase the sum paid to ClickHouse by an amount necessary for the total payment to ClickHouse to equal the amount originally invoiced.

2.3 Payment Disputes. Customer has thirty (30) days from receipt of an invoice from ClickHouse to dispute such invoice by providing written notice to ClickHouse stating the good faith basis for such dispute, and ClickHouse agrees not to exercise its contractual remedies in connection with Customer's failure to pay any amount that is disputed by Customer in good faith within such thirty (30) day period. The parties agree to work in good faith to resolve any such payment dispute, provided that if any such dispute is not resolved within thirty (30) days of the receipt by ClickHouse of a dispute notice, and notwithstanding the foregoing sentence, each party shall be free to pursue any remedies available under this Agreement, at law or in equity.

3 PROVISION AND USE OF CLICKHOUSE CLOUD

3.1 Provision of ClickHouse Cloud. During the Term, and subject to the terms and conditions of this Agreement, ClickHouse will provide to Customer, and Customer is hereby granted the right to access and use, ClickHouse Cloud. Customer Affiliates are also permitted to use ClickHouse Cloud during the Term, provided that such use by Affiliates must be solely for the benefit of Customer, and Customer shall be responsible for all acts and omissions of such Affiliates in connection with their use of ClickHouse Cloud that are contrary to the terms and conditions of this Agreement. ClickHouse reserves the right to modify ClickHouse Cloud, provided that no such modification will result in a material diminution of the overall value of ClickHouse Cloud.

3.2 No Other License; No Assignment of Rights. This Agreement grants Customer a limited right to use ClickHouse Cloud. Nothing in this Agreement shall be understood to transfer from ClickHouse to Customer any intellectual property rights, and all right, title and interest in and to ClickHouse Cloud will remain (as between the parties) solely with ClickHouse or its third-party suppliers. The ClickHouse trademarks, service marks, graphics and logos used in connection with ClickHouse Cloud are trademarks or registered trademarks of ClickHouse or ClickHouse's third party suppliers. Other trademarks, service marks, graphics and logos used in connection with ClickHouse Cloud may be the trademarks of other third parties. ClickHouse grants to Customer no right or license to reproduce, or otherwise use any ClickHouse or third-party trademarks under this Agreement.

4 RESTRICTIONS ON USE OF CLICKHOUSE CLOUD

4.1 Restrictions on Use of ClickHouse Cloud. Customer shall use ClickHouse Cloud in compliance with all applicable laws, including export control and data privacy laws. Customer shall not knowingly: (i) execute or attempt to execute any computer viruses, worms, time bombs, Trojan horses

and other harmful or malicious code, routines, files, scripts, agents or programs ("**Malware**") in ClickHouse Cloud or use ClickHouse Cloud to transmit Malware; (ii) use ClickHouse Cloud to store or distribute any information, material or data that is harassing, threatening, infringing, libelous, unlawful, obscene, or which violates the privacy or intellectual property rights of any third party; (iii) access or use ClickHouse Cloud to compete against ClickHouse; (iv) access or use ClickHouse Cloud for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes, including, without limitation, for the purpose of designing and/or developing any competitive services; (v) except as expressly permitted herein, make access to ClickHouse Cloud through its account available to any third party; (vi) sell, resell, rent, lease, offer any time sharing arrangement, service bureau or any service based upon, ClickHouse Cloud; (vii) interfere with or disrupt the integrity, security or performance of ClickHouse Cloud or third-party data contained therein; (viii) attempt to gain unauthorized access to ClickHouse Cloud or any associated systems or networks; (ix) modify, make derivative works of, disassemble, decompile or reverse engineer ClickHouse Cloud or any component thereof; (x) use ClickHouse Cloud to process any protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 without first entering into a BAA with ClickHouse; (xi) use ClickHouse Cloud to store or process any classified information (i.e., information given a security classification by a government body and protected against unauthorized disclosure under applicable law) or data subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State; or (xii) use ClickHouse Cloud in furtherance of the violation of the rights of others.

4.2 Benchmarking. Notwithstanding anything in this Agreement to the contrary, you may perform benchmark, evaluation or comparative tests of ClickHouse Cloud (each, a "**Benchmark**"), provided, however, that if you perform any Benchmark, or direct and/or permit any third party to perform any Benchmark, you (i) must also disclose (or require such third party to disclose, as applicable) to ClickHouse and include in any public disclosure of the results of any such Benchmark, all information necessary to replicate such Benchmark and (ii) agree that ClickHouse may perform and disclose, and/or direct and permit third parties to perform and disclose, the results of Benchmarks of your products or services, notwithstanding any restrictions on Benchmarks in the terms and conditions that govern the use of your products or services, and provided that ClickHouse or any applicable third party must also disclose all information necessary to replicate any such Benchmark.

4.3 Technical Controls. If Customer's use of ClickHouse Cloud materially degrades the performance of ClickHouse Cloud for other customers, rate limiting controls may result in the temporary reduction or a pause in the responsiveness of ClickHouse Cloud. Furthermore, Customer shall contact ClickHouse if Customer desires to assess performance by benchmarking for more than five minutes.

5 SUPPORT SERVICES

During the Term, ClickHouse will provide Customer with Support Services for its use of ClickHouse Cloud in accordance with the Support Services Policy. Support Services will only be delivered remotely, electronically, through the Internet, and/or via telephone. Support Services are provided to Customer solely for Customer's internal use in connection with the use of ClickHouse Cloud under this Agreement, and may not be used in connection with your use of ClickHouse software licensed under the Apache 2.0 license agreement. In addition, Customer agrees to not use the Support Services to supply any consulting, support or training services regarding ClickHouse Cloud to any third party other than Customer Affiliates.

6 CUSTOMER CONTENT AND DATA PROCESSING

6.1 ClickHouse Security. ClickHouse will implement reasonable and appropriate security measures for ClickHouse Cloud, designed to protect Content against unauthorized access, modification, destruction or disclosure in accordance with the ClickHouse Security Standards. ClickHouse may modify the ClickHouse Security Standards from time to time, but will continue to provide at least the same level of security as is described in the ClickHouse Security Standards as of the Effective Date.

6.2 Customer Responsibility for Content. Customer is fully responsible for the content, accuracy and completeness of the Content, and any loss, liabilities or damages resulting from therefrom. Customer is solely responsible for backing up or otherwise making duplicates of Content. Customer represents and warrants to ClickHouse that: (i) Customer owns or has the necessary licenses to provide the Content to ClickHouse, and the

provision of the Content to, and use of the Content by, ClickHouse as contemplated herein will not infringe the intellectual property rights, including but not limited to copyright, patent, trademark or trade secret rights, of any third party; and (ii) the Content does not contain any executable Malware. Customer is solely responsible for verifying that use by its end users of ClickHouse Cloud complies with any requirements under applicable law or regulation governing access to or use of the Content.

6.3 **Data Processing.** The parties agree to comply with the DPA.

6.4 **License to ClickHouse.** By submitting Content to ClickHouse, Customer hereby grants ClickHouse a sublicensable, worldwide, royalty-free, and non-exclusive right to process the Content solely for the purpose of enabling ClickHouse to provide Customer with ClickHouse Cloud and Support Services, to prevent or address service or technical problems, or as otherwise may be required by law. If Customer wishes to delete Content from Customer's Account, ClickHouse will use reasonable efforts to remove it, but Customer acknowledges that backups, caching or references to the Content may not be made immediately unavailable.

6.5 **Content Retrieval.** Customer is solely responsible for deleting or retrieving Content from ClickHouse Cloud prior to termination or expiration of this Agreement.

6.6 **Usage Data.** ClickHouse may collect tracking and operational data related to Customer's use of ClickHouse Cloud, including query logs, metadata (object definitions and properties) and feature usage information ("Usage Data") and may reproduce, analyze, modify and adapt Usage Data to provide, maintain, protect and improve ClickHouse Cloud.

7 CONFIDENTIAL INFORMATION

7.1 **Confidential Information.** Both parties acknowledge that, in the course of performing this Agreement, they may obtain information relating to products (such as goods, services, and software) of the other party, or relating to the parties themselves, which is of a confidential and proprietary nature ("Confidential Information"). Confidential Information includes materials and all communications concerning ClickHouse's or Customer's business and marketing strategies, including but not limited to employee and customer lists, customer profiles, project plans, design documents, product strategies and pricing data, research, advertising plans, leads and sources of supply, development activities, design and coding, interfaces with ClickHouse Cloud, anything provided by either party to the other in connection with ClickHouse Cloud and/or Support Services provided under this Agreement, including, without limitation, computer programs, technical drawings, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical plans and other information of the parties which by its nature can be reasonably expected to be proprietary and confidential, whether it is presented in oral, printed, written, graphic or photographic or other tangible form (including information received, stored or transmitted electronically) even though specific designation as Confidential Information has not been made. Confidential Information also includes any notes, summaries, analyses of the foregoing that are prepared by the receiving party. Content will be deemed Confidential Information of Customer without specific designation. ClickHouse Cloud, Support Service, and the Documentation will be deemed Confidential Information of ClickHouse without specific designation.

7.2 **Non-use and Non-disclosure.** The parties shall at all times, both during the Term and thereafter keep in trust and confidence all Confidential Information of the other party using commercially reasonable care (but in no event less than the same degree of care that the receiving party uses to protect its own Confidential Information) and shall not use such Confidential Information other than as necessary to carry out its duties under this Agreement, nor shall either party disclose any such Confidential Information to third parties other than to Affiliates or as necessary to carry out its duties under this Agreement without the other party's prior written consent, provided that each party shall be allowed to disclose Confidential Information of the other party to the extent that such disclosure is approved in writing by such other party, or necessary to enforce its rights under this Agreement.

7.3 **Non-Applicability.** The obligations of confidentiality shall not apply to information which (i) has entered the public domain or is otherwise publicly available, except where such entry or availability is the result of a party's breach of this Agreement; (ii) prior to disclosure hereunder was already in the receiving party's possession without restriction as evidenced by appropriate documentation; (iii) subsequent to disclosure hereunder is obtained by the receiving party on a non-confidential basis from a third party

who has the right to disclose such information; or (iv) was developed by the receiving party without any use of any of the Confidential Information as evidenced by appropriate documentation.

7.4 **Terms of this Agreement.** Except as required by law or governmental regulation, neither party shall disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other party, except that either party may disclose the terms of this Agreement to potential acquirers, referral partners involved in an applicable transaction, accountants, attorneys and Affiliates pursuant to the terms of a non-disclosure or confidentiality agreement.

7.5 **Disclosure Required by Law.** Notwithstanding anything to the contrary herein, each party may disclose the other party's Confidential Information in order to comply with applicable law and/or an order from a court or other governmental body of competent jurisdiction, and, in connection with compliance with such an order only, if such party: (i) unless prohibited by law, gives the other party prior written notice to such disclosure if the time between that order and such disclosure reasonably permits or, if time does not permit, gives the other party written notice of such disclosure promptly after complying with that order and (ii) fully cooperates with the other party, at the other party's cost and expense, in seeking a protective order, or confidential treatment, or taking other measures to oppose or limit such disclosure. Each party must not release any more of the other party's Confidential Information than is, in the opinion of its counsel, reasonably necessary to comply with an applicable order.

8 REPRESENTATIONS, WARRANTIES AND DISCLAIMER OF WARRANTIES

8.1 **Mutual Representations and Warranties.** Each party hereto represents and warrants to the other that: (i) it is a duly organized, validly existing, and in good standing as may be required under the laws of the jurisdiction of its organization; (ii) it has the full right, power, and authority to enter into, and perform its obligations under, this Agreement; (iii) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement and/or on an Order Form (as applicable) has been duly authorized by all necessary corporate or organizational action of such party; and (iv) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

8.2 **Support Services Warranty.** ClickHouse warrants that it will perform the Support Services in a professional, workmanlike manner, consistent with generally accepted industry practice, and in accordance with the Support Services Policy. In the event of a breach of the foregoing warranty, ClickHouse's sole obligation, and Customer's exclusive remedy, shall be for ClickHouse to re-perform the applicable Support Services.

8.3 **Limited Product Performance Warranty.** ClickHouse warrants that during the Term, ClickHouse Cloud will perform in all material respects in accordance with the Documentation. In the event of a breach of the foregoing warranty, ClickHouse's sole obligation, and Customer's exclusive remedy shall be for ClickHouse to (i) correct any failure(s) of ClickHouse Cloud to perform in all material respects in accordance with the Documentation or (ii) if ClickHouse is unable to provide such a correction within thirty (30) days of receipt of notice of the applicable non-conformity, Customer may elect to terminate the applicable Order Form and ClickHouse will promptly refund to Customer any pre-paid, unused fees paid by Customer to ClickHouse under such Order Form.

8.4 **Warranty Exclusions.** The warranty set forth in the foregoing Section 8.3 does not apply: (i) to any trial use of ClickHouse Cloud, (ii) to any non-production features of ClickHouse Cloud (as may be designated by ClickHouse from time to time), (iii) if ClickHouse Cloud or any portion thereof has not been configured or used in accordance with this Agreement and/or the Documentation and/or (iv) any bug, defect or error caused by or attributable to software or hardware not supplied by ClickHouse. Additionally, the warranties set forth herein only apply when notice of a warranty claim is provided to ClickHouse during the Term.

8.5 **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 8.2 AND 8.3, CLICKHOUSE CLOUD AND THE SUPPORT SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND CLICKHOUSE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, REGARDING OR RELATING TO CLICKHOUSE CLOUD, AND/OR THE SUPPORT SERVICES OR ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. FOR THE AVOIDANCE OF

DOUBT AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CLICKHOUSE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO CLICKHOUSE CLOUD AND THE SUPPORT SERVICES AND ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. CUSTOMER UNDERSTANDS AND AGREES THAT CLICKHOUSE CLOUD AND THE SUPPORT SERVICES AND ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT ARE NOT DESIGNED OR INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT, WEAPONS SYSTEMS, OR LIFE SUPPORT SYSTEMS.

9 INDEMNIFICATION

9.1 **ClickHouse Obligations.** ClickHouse will, at its expense, defend or settle any Infringement Claim and will indemnify Customer against and pay (i) any settlement of such Infringement Claim consented to by ClickHouse or (ii) any damages finally awarded by a court of competent jurisdiction to such third party as relief or remedy in such Infringement Claim. ClickHouse shall not enter into any settlement agreement with respect to an Infringement Claim if such settlement agreement requires any admission of liability or wrongdoing on the part of Customer or imposes on Customer any obligation other than the obligation to cease using ClickHouse Cloud or Support Services that are subject to the Infringement Claim, unless Customer has first consented in writing to the applicable terms of such settlement agreement that are in conflict with the foregoing limitations.

9.2 **Exclusions.** ClickHouse will have no obligation to Customer to the extent any Infringement Claim or resulting award is based upon or results from: (i) use of ClickHouse Cloud other than in accordance with the terms and conditions of this Agreement, or (ii) the combination, operation, or use of ClickHouse Cloud with any other applications, portions of applications, products or services not provided by ClickHouse, where there would be no Infringement Claim but for such combination.

9.3 **Certain Remedies.** If ClickHouse Cloud is, or in ClickHouse's reasonable opinion is likely to become, the subject of an Infringement Claim and/or an injunction as the result of an Infringement Claim, ClickHouse may, at its expense and option: (i) obtain the right for Customer to continue to use ClickHouse Cloud; (ii) modify ClickHouse Cloud to make it non-infringing, but substantially functionally equivalent; or (iii) in the event that neither (i) or (ii) are, in ClickHouse's reasonable judgment, commercially reasonable options, terminate Customer's right to use ClickHouse Cloud.

9.4 **Obligations of Customer.** Except with respect to a matter addressed under Section 9.1 (ClickHouse Obligations) of this Agreement, Customer will, at its expense (i) defend, or at its option settle, but subject to ClickHouse's prior written consent, not to be unreasonably withheld, a claim brought against ClickHouse, its contractors, suppliers, licensors, and or respective directors, officers, employees and agents, arising out of or related to Customer's use of ClickHouse Cloud including, without limitation use in violation of the terms of this Agreement, and (ii) indemnify ClickHouse against and pay (1) any settlement of such claim or (2) any damages finally awarded to such third party by a court of competent jurisdiction as the result of such claim.

9.5 **Conditions.** The obligations of ClickHouse in this Section 9 are conditioned upon Customer (i) notifying ClickHouse promptly in writing of any threatened or pending Infringement Claim, provided that failure to provide such notice will only relieve ClickHouse of its obligations under this Section 9 to the extent its ability to defend or settle an applicable Infringement Claim is materially prejudiced by such failure to provide notice, (ii) giving ClickHouse, at ClickHouse's expense, reasonable assistance and information requested by ClickHouse in connection with the defense and/or settlement of the Infringement Claim and (iii) tendering to ClickHouse sole control over the defense and settlement of the Infringement Claim. Customer's counsel will have the right to participate in the defense of the Infringement Claim, at Customer's own expense. Customer will not, without the prior written consent of ClickHouse, make any admission or prejudicial statement, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened Infringement Claim.

9.6 **Exclusive Remedy.** THE FOREGOING PROVISIONS OF THIS SECTION 9 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF CLICKHOUSE, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT, OR MISAPPROPRIATION OF

ANY TRADE SECRET, BY CLICKHOUSE CLOUD AND/OR THE SUPPORT SERVICES.

10 LIMITATION OF LIABILITY

10.1 **Excluded Damages.** IN NO EVENT SHALL CUSTOMER OR CLICKHOUSE, OR THEIR RESPECTIVE AFFILIATES, BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OF OR FAILURE TO PERFORM THIS AGREEMENT, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 **Damages Caps.** EXCEPT WITH RESPECT TO (I) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER (EXCLUDING A BREACH GIVING RISE TO A SECURITY INCIDENT), (II) THE PARTIES' INDEMNIFICATION OBLIGATIONS HEREUNDER, (III) CUSTOMER'S VIOLATIONS OF THE USE RESTRICTIONS SET FORTH IN SECTION 4 OF THIS AGREEMENT, AND (IV) A SECURITY INCIDENT, IN NO EVENT SHALL CLICKHOUSE'S OR CUSTOMER'S TOTAL, CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO CLICKHOUSE UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST EVENT GIVING RISE TO LIABILITY, PROVIDED THAT THE TOTAL LIABILITY OF CLICKHOUSE TO CUSTOMER RELATED TO OR ARISING OUT OF ANY TRIAL OR OTHER NON-PAID USE OF CLICKHOUSE CLOUD, OR THE USE OF ANY NON-PRODUCTION FEATURES OF CLICKHOUSE CLOUD, SHALL NOT EXCEED TEN THOUSAND DOLLARS (\$10,000). CLICKHOUSE'S TOTAL, CUMULATIVE LIABILITY UNDER THIS AGREEMENT RELATED TO OR ARISING FROM A SECURITY INCIDENT SHALL NOT EXCEED THE GREATER OF (A) \$500,000 AND (B) FIVE TIMES THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO CLICKHOUSE UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST EVENT GIVING RISE TO THE SECURITY INCIDENT. FOR THE AVOIDANCE OF DOUBT, DAMAGES CAPS UNDER THIS SECTION 10.2 SHALL NOT BE CUMULATIVE.

11 TERM AND TERMINATION

11.1 **Order Form Term.** Any Order Form entered into by the parties will commence upon the start date set forth therein, and will expire on end date set forth therein ("**Order Form Term**").

11.2 **Agreement Term.** This Agreement will commence upon the Effective Date and continue until it is terminated in accordance with its terms ("**Term**").

11.3 **Termination.**

11.3.1 **For Cause.** Either party may terminate this Agreement (and any active Order Form) upon giving notice in writing to the other party if the non-terminating party commits a material breach of this Agreement and has failed to cure such breach within thirty (30) days following a request in writing from the notifying party to do so. In addition, ClickHouse may terminate this Agreement in connection with its termination of the availability of ClickHouse Cloud.

11.3.2 **For Convenience.** Either party may terminate this Agreement upon written notice to the other party where there is no active Order Form under the Agreement.

11.4 **Suspension of Access to ClickHouse Cloud.** Customer agrees that any knowing failure to comply with the terms of Section 4.1 or failure to timely pay amounts due hereunder will be deemed a material breach of this Agreement. If ClickHouse believes, in its sole discretion, that Customer has violated or attempted to violate Section 4.1 of this Agreement or that Customer's use of ClickHouse Cloud presents a material security risk, ClickHouse may suspend Customer's access to ClickHouse Cloud until the applicable violation has been corrected. ClickHouse will use reasonable efforts to provide Customer with advance written notice prior to implementing such suspension and will work with Customer to resolve the underlying issue.

11.5 Survival. Upon the termination of this Agreement, (i) Customer shall have no further rights hereunder to use ClickHouse Cloud; and (ii) the provisions of Sections 2, 6, 7, 8, 9, 10, 11.5 and 12 of this Agreement will survive such expiration or termination.

12 GENERAL

12.1 Anti-Corruption. Each party acknowledges that it is aware of, understands and has complied and will comply with, all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act of 1977 and the U.K. Bribery Act of 2010, and similarly applicable anti-corruption and anti-bribery laws ("**Anti-Corruption Laws**"). Each party agrees that no one acting on its behalf will give, offer, agree or promise to give, or authorize the giving directly or indirectly, of any money or other thing of value, including travel, entertainment, or gifts, to anyone as an unlawful inducement or reward for favorable action or forbearance from action or the exercise of unlawful influence (a) to any governmental official or employee (including employees of government-owned and government-controlled corporations or agencies or public international organizations), (b) to any political party, official of a political party, or candidate, (c) to an intermediary for payment to any of the foregoing, or (d) to any other person or entity in a corrupt or improper effort to obtain or retain business or any commercial advantage, such as receiving a permit or license, or directing business to any person. Improper payments, provisions, bribes, kickbacks, influence payments, or other unlawful provisions to any person are prohibited under this Agreement.

12.2 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, provided that no such consent will be required to assign this Agreement in its entirety to (i) an Affiliate that is able to satisfy the obligations of the assigning party under this Agreement or (ii) a successor in interest in connection with a merger, acquisition or sale of all or substantially all of the assigning party's assets. Any assignment in violation of this Section shall be void, ab initio, and of no effect. Subject to the foregoing, this Agreement is binding upon, inures to the benefit of and is enforceable by, the parties and their respective permitted successors and assigns.

12.3 Attorneys' Fees. If any action or proceeding, whether regulatory, administrative, at law or in equity is commenced or instituted to enforce or interpret any of the terms or provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorneys' fees, expert witness fees, costs of suit and expenses, in addition to any other relief to which such prevailing party may be entitled. As used herein, "prevailing party" includes without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

12.4 Customer Identification. Customer agrees that ClickHouse may identify Customer as a user of ClickHouse Cloud on its website, through a press release issued by ClickHouse and in other promotional materials, and may use Customer's name, logo, trademarks and service marks in connection with such activities.

12.5 Export Control and Sanctions Compliance. Customer acknowledges that ClickHouse Cloud and the Support Services and technologies related thereto are subject to the Export Administration Regulations ("**EAR**") (15 C.F.R. Parts 730-774 (2010)) and the economic sanctions regulations and guidelines of the U.S. Department of the Treasury, Office of Foreign Assets Control. Customer is now and will remain in the future compliant with all such export control laws and regulations, and will not export, re-export, otherwise transfer any ClickHouse goods, software or technology or disclose any ClickHouse software or technology to any person contrary to such laws or regulations. Customer acknowledges that remote access to ClickHouse Cloud may in certain circumstances be considered a re-export of ClickHouse Cloud, and accordingly, may not be granted in contravention of U.S. export control laws and regulations.

12.6 Feedback. Customer, Customer's Affiliates, and their respective agents, may volunteer feedback to ClickHouse, and/or its Affiliates, about ClickHouse Cloud ("**Feedback**"). ClickHouse and its Affiliates shall be irrevocably entitled to use that Feedback, for any purpose and without any duty to account, provided that, in doing so, they may not breach their obligations of confidentiality under Section 7 of this Agreement.

12.7 Force Majeure. Except with respect to payment obligations, neither party will be liable for, or be considered to be in breach of, or in default under,

this Agreement, as a result of any cause or condition beyond such party's reasonable control.

12.8 Future Features and Functions. Customer understands and agrees that any features or functions of ClickHouse Cloud referenced on any ClickHouse website, or in any presentations, press releases or public statements, which are not currently available or not currently available as a GA release, may not be delivered on time or at all. The development, release, and timing of any features or functionality described for ClickHouse Cloud remains at ClickHouse's sole discretion. Accordingly, Customer agrees that it is purchasing ClickHouse Cloud based solely upon features and functions that are currently available as of the Effective Date, and not in expectation of any future feature or function.

12.9 Governing Law, Jurisdiction and Venue. This Agreement will be governed by the laws of the State of Delaware, without regard to its conflict of laws principles, and all suits hereunder will be brought solely in Federal Court for the District of Delaware, or if that court lacks subject matter jurisdiction, in any Delaware State Court located in New Castle County, Delaware. This Agreement shall not be governed by the 1980 UN Convention on Contracts for the International Sale of Goods. The parties hereby irrevocably waive any and all claims and defenses either might otherwise have in any action or proceeding in any of the applicable courts set forth in (a) or (b) above, based upon any alleged lack of personal jurisdiction, improper venue, *forum non conveniens*, or any similar claim or defense. A breach or threatened breach, by either party of Section 7 may cause irreparable harm for which damages at law may not provide adequate relief, and therefore the non-breaching party shall be entitled to seek injunctive relief without being required to post a bond.

12.10 Non-waiver. Any failure of either party to insist upon or enforce performance by the other party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be interpreted or construed as a waiver or relinquishment of such party's right to assert or rely upon such provision, right or remedy in that or any other instance.

12.11 Notices. Any notice or other communication under this Agreement given by either party to the other will be deemed to be properly given if given in writing and delivered in person or by e-mail to the e-mail address provided at the time of opening your Account, or if mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified on an applicable Order Form. Notices to ClickHouse may also be sent to legal@ClickHouse.com. Either party may from time to time change its address for notices under this Section by giving the other party notice of the change in accordance with this Section.

12.12 Relationship of the Parties. The relationship of the parties hereunder shall be that of independent contractors, and nothing herein shall be deemed or construed to create any employment, agency or fiduciary relationship between the parties. Each party shall be solely responsible for the supervision, direction, control and payment of its personnel, including, without limitation, for taxes, deductions and withholdings, compensation and benefits, and nothing herein will be deemed to result in either party having an employer-employee relationship with the personnel of the other party.

12.13 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining portions will remain in full force and effect and such provision will be enforced to the maximum extent possible so as to give effect the intent of the parties and will be reformed to the extent necessary to make such provision valid and enforceable.

12.14 Entire Agreement; Amendment. This Agreement and the Support Services Policy and the DPA where applicable, each of which is hereby incorporated herein by this reference, constitutes the entire agreement between the parties concerning the subject matter hereof, and it supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a scanned copy will have the same force and effect as execution of an original, and a scanned signature will be deemed an original and valid signature. In the event of any conflict between the terms and conditions of any of the foregoing documents, the conflict shall be resolved based on the following order of precedence: (i) an applicable DPA, (ii) an applicable Order Form (but only for the transaction thereunder), (iii) this Agreement, and (iv) the Support Services Policy. By entering into this Agreement, whether prior to or following receipt of any Customer purchase order or similar document, the parties are hereby expressly showing their intention not to be contractually bound by the

contents of any such purchase order or similar document, which are hereby deemed rejected and extraneous to this Agreement, and ClickHouse's performance of this Agreement shall not amount to: (i) an acceptance by conduct of any terms set out or referred to in the purchase order or similar document; (ii) an amendment of this Agreement, nor (iii) an agreement to amend this Agreement. This Agreement shall not be modified except by a subsequently dated, written amendment that expressly amends this Agreement

and which is signed on behalf of ClickHouse and Customer by their duly authorized representatives. The parties agree that the terms and conditions of this Agreement are a result of mutual negotiations. Therefore, the rule of construction that any ambiguity shall apply against the drafter is not applicable and will not apply to this Agreement. Any ambiguity shall be reasonably construed as to its fair meaning and not strictly for or against one party regardless of who authored the ambiguous language.

Exhibit A

Definitions

Capitalized terms used herein have the meaning ascribed below, or where such terms are first used, as applicable.

“**Affiliate**” means, with respect to a party, any entity that controls, is controlled by, or which is under common control with, such party, where “control” means ownership of at least fifty percent (50%) of the outstanding voting shares of the entity, or the contractual right to establish policy for, and manage the operations of, the entity.

“**ClickHouse Security Standards**” means the security standards set forth in the ClickHouse Security Addendum located at: <https://clickhouse.com/legal/agreements/security-addendum/>.

“**Content**” means any and all information, content and data ingested into ClickHouse Cloud by Customer and/or its end users.

“**Credit**” means a unit of credit toward Customer’s usage of ClickHouse Cloud equal to one (1) US dollar, to be applied based on ClickHouse’s then-current published price list.

“**Documentation**” means the end user documentation for ClickHouse Cloud published at clickhouse.com/docs.

“**DPA**” means the ClickHouse Customer Data Processing Addendum located at: <https://clickhouse.com/legal/agreements/data-processing-addendum/>.

“**Effective Date**” means the date on which you accept these Terms.

“**Infringement Claim**” means a claim brought against Customer by an unaffiliated third party alleging that Customer’s use of ClickHouse Cloud in accordance with this Agreement, during the applicable Term, infringed such party’s patent, copyright or trademark, or made unlawful use of such party’s trade secret.

“**Order Form**” means an ordering document provided by ClickHouse pursuant to which Customer, or a Reseller acting on Customer’s behalf, purchases Credits under this Agreement.

“**Qualifying PO**” means a purchase order issued by customer for the purpose of purchasing Credits, which (i) references the number of an applicable Order Form provided to Customer by ClickHouse and (ii) clearly states the purchase order is subject to the terms and conditions of this Agreement.

“**Reseller**” means a third party authorized by ClickHouse to promote and resell ClickHouse Cloud.

“**Security Incident**” means a ClickHouse’s breach of Section 6. (ClickHouse Security), Section 6.3 (Data Processing) or a breach of Section 7.2 (Non-use and Non-disclosure) which breach results in the unauthorized disclosure of Content.

“**Support Services**” means maintenance and support services for ClickHouse Cloud, as more fully described in the Support Services Policy.

“**Support Services Policy**” means ClickHouse’s support services policy for ClickHouse Cloud, as further described at <https://clickhouse.com/support/policy/>.