

**Schedule A - CLUDERA (GOVERNMENT SOLUTIONS), INC.
ENTERPRISE SUBSCRIPTION MASTER AGREEMENT**

This Enterprise Subscription Master Agreement (this “ESMA” or “Agreement”) is made and entered into as of _____, 20__ (the “Effective Date”) by and between Cludera (Government Solutions), Inc., a Delaware company located at 8251 Greensboro Drive, Suite 210, McLean VA 22102, and its Affiliates (“CGSI”), and the Ordering Activity under GSA Schedule Contracts (“Ordering Activity” or “Ordering Activity”), and sets forth the terms under which Ordering Activity may purchase and use certain Cludera Products, and purchase certain Services set forth in Order Forms governed by this ESMA. Cludera, Inc. (“Cludera”) is in the business of providing software products as well as related consulting, training, and software support and maintenance services. CGSI is a wholly-owned subsidiary and Affiliate of Cludera, and is exclusively authorized to sell Cludera Products and Services to U.S. federal, state and local government agencies, educational institutions, government contractors or other organizations when they are purchasing Cludera Products and Services under a government contract (each, a “Government Entity,” and collectively, the “Government Entities”).

- 1 **Definitions.** Capitalized terms not otherwise defined elsewhere in this ESMA, in the terms referenced by this ESMA, or in a particular Order Form, shall, for the purposes of this ESMA, including any exhibits hereto and any Order Forms hereunder, will have the following meanings:
- 1.1 “Affiliate” means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights or controls or is under common control with that legal entity. For the purposes of this definition, “control” means the direct or indirect possession of the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by management agreement, by contract, or otherwise. Any such entity will be considered an Affiliate for only such time as such interest or control is maintained.
 - 1.2 “Authorized Partner” means a reseller or a distributor authorized by CGSI to resell Services and/or Cludera Products.
 - 1.3 “Cludera Online Services” means online services offerings as identified in the applicable Order Form that are provided by CGSI, using hosted Cludera Software, as cloud-based services. Cludera Online Services may also utilize Cludera Software, which is distributed to Ordering Activity through a web browser.
 - 1.4 “Cludera Product & Service Data Policy” is Cludera’s policy (adopted by CGSI) which describes CGSI’s collection, use, storage, and otherwise processing of data related to the Ordering Activity and to the Ordering Activity’s use of Cludera Products and Services in connection with agreements or terms and conditions in place between the parties. The Cludera Product & Service Data Policy can be found at: <https://www.cludera.com/legal/policies.html> and is attached hereto.
 - 1.5 “Cludera Products” means CGSI offerings as follows: (i) for CGSI’s on-premise offerings, Subscriptions to use the applicable CGSI on-premise offering identified in the Order Form together with the associated Support Services during the Subscription Period, and (ii) for CGSI’s hosted, cloud-based offerings, the right to use the Cludera Online Service identified in the Order Form during the Subscription Period.
 - 1.6 “Cludera Software” means the software that is included in the Cludera Products, including software that is distributed to the Ordering Activity as part of CGSI’s on-premises offerings, the hosted software that is part of a Cludera Online Service, or any software distributed to the Ordering Activity as part of and/or to enable the delivery of Cludera Online Services (including software deployed to a Workload Environment and/or On-Premises/Private Cloud Environment as such terms are defined in the Cludera Product & Service Data Policy).
 - 1.7 “Free Trial Product” means a trial offering of a Cludera Product provided by CGSI free of charge solely for the purpose of enabling evaluation of the Cludera Product prior to the potential purchase of such Cludera Product.
 - 1.8 “Intellectual Property Rights” means all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.
 - 1.9 “Metrics” means the license usage, subscription metrics, and/or support entitlement metrics necessary to meter the Ordering Activity’s usage of Cludera Products and Services (as defined in the applicable Order Form) for purposes of ensuring compliance with its contractual obligations, conducting billing and invoicing, planning

migrations and upgrades, and otherwise managing the Ordering Activity's account and subscriptions. Such Metrics may include, but are not limited to, the following: Nodes, Cores, Unique Identifiers, and Capacity Under Management. Definitions for the various Metrics can be found at: <https://www.cloudera.com/legal/commercial-terms-and-conditions/cloudera-licensed-metrics.html> and attached hereto.

- 1.10 "Open Source Software" means any Third-Party Software and the functionalities therein, as included in or distributed with Cloudera Software, which are generally available and obtained by CGSI via an inbound license as freeware, shareware, or open source software under the Mozilla Public License, BSD, GNU General Public License or the Apache Software License, or under or pursuant to similar licensing or distribution models. For the avoidance of doubt, Open Source Software shall remain categorized as Open Source Software for the purpose of interpreting this ESMA despite subsequent modifications by CGSI prior to distribution to the Ordering Activity.
- 1.11 "Order Form" means an ordering document by which the Ordering Activity purchases Cloudera Products and/or Services, including order forms, quotes, statements of work, and other transaction documents referencing this ESMA. Order Forms that reference this ESMA are deemed incorporated herein and are subject to and governed by this ESMA.
- 1.12 "Pre-Existing Property" means any and all Intellectual Property Rights owned or controlled by CGSI prior to the effective date of the applicable Order Form, including, but not limited to, the Intellectual Property Rights in and to Cloudera Software and any and all modifications thereto and derivative works thereof.
- 1.13 "Professional Services" means the professional and/or consulting services performed or to be performed by CGSI under this ESMA, in accordance with the applicable Order Form.
- 1.14 "Services" means, collectively, the Professional Services, Support Services, and Training Services that may be purchased by the Ordering Activity under an applicable Order Form as stand-alone services or as part of a Subscription.
- 1.15 "Subscription" means a CGSI offering that provides the Ordering Activity the right to access and use Cloudera Software, along with associated Support Services, or use a Cloudera Online Service during the term of the applicable Subscription Period.
- 1.16 "Subscription Period" means the period of time for which the Ordering Activity is purchasing and will be entitled to the benefits of the applicable Subscription as identified in the applicable Order Form.
- 1.17 "Support Services" means the technical support and software maintenance provided by CGSI and included as part of Subscriptions for the various Cloudera Products. Details regarding Support Services are set forth in Section 3.2 below.
- 1.18 "Third-Party Software" means the copyrighted, patented and/or otherwise legally protected software and/or material of third parties that is licensed to, sublicensed to, and/or otherwise distributed or made available by CGSI to Ordering Activity. Third-Party Software includes Open Source Software.
- 1.19 "Training Materials" means the course slides, OnDemand videos and other documentation including the training exercises and training labs provided in conjunction with Training Services.
- 1.20 "Training Services" means one or more of the then-current CGSI training offerings listed at <https://www.cloudera.com/more/training/description-of-training-services.html> and attached hereto. The list of Training Services may be non-materially updated by CGSI from time to time. Training Services are provided subject to this ESMA, the applicable Order Form, and the policies at the foregoing URL.
- 1.21 "Update" means a new minor release of the Cloudera Software within a Cloudera Product providing patches, bug fixes and other such modifications, resulting in an increase in the release version number to the right of the decimal point, as in x.1 to x.2.
- 1.22 "Upgrade" means a new major release of the Cloudera Software within a Cloudera Product providing substantially new features, functionality, and/or enhancements, resulting in an increase in the release version number to the left of the decimal point, as in 1.x to 2.x.
- 1.23 "Work Product" means all tangible materials (including, but not limited to, drawings and documentation) delivered by CGSI in the course of CGSI's performance of the Professional Services that are created for Ordering Activity as set forth in an Order Form for Professional Services; provided, however, Work Product expressly excludes any and all: (i) Pre-Existing Property; (ii) Training Materials; (iii) Documentation; (iv) improvements, modifications, enhancements, or extensions to or derivative works of Pre-Existing Property created or developed by CGSI during the course of performing Services that have or could have general applicability to CGSI's customers ("General Enhancements"); and (v) ideas, processes, programs, concepts, business methods,

inventions, implementation architectures related to Cloudera Software, and developments of general application throughout all industries or a single industry that are discovered, created or developed by CGSI during the course of performing the Services ("Cloudera IP"), provided that General Enhancements and Cloudera IP will never include any of Ordering Activity's Confidential Information.

2 Access and Use Rights; License Grant; Restrictions; Ownership.

- 2.1 Access to and Use of Cloudera Online Services. Subject to terms of the Agreement, Ordering Activity may access and use the Cloudera Online Services, during the Subscription Period, solely for Ordering Activity's internal business purposes and in accordance with applicable Documentation.
- 2.2 License Grant. Subject to the terms and conditions of this ESMA and the applicable Order Form, CGSI grants to Ordering Activity a worldwide, revocable, non-exclusive, non-transferable, and non-sublicensable license to use Cloudera Software solely during the applicable Subscription Period, solely for Ordering Activity's internal business purposes, and in accordance with the applicable Documentation. Upon expiration of such Subscription Period or any earlier termination of the applicable software licenses as provided in this ESMA or the applicable Order Form, Ordering Activity will cease using Cloudera Software and return or destroy all copies of Cloudera Software. This Section 2.2 (including the grant of license) applies only to Cloudera Software that is distributed or otherwise made available to Ordering Activity as part of CGSI's on-premises offering and/or to enable the delivery of Cloudera Online Services.
- 2.3 Restrictions. With respect to the Cloudera Products purchased under this ESMA and the applicable Order Form, Ordering Activity shall not (a) exceed the applicable usage limits stated in the Order Form (for example, the applicable quantity of Metrics for a particular Cloudera Product), (b) modify, translate or create derivative works of Cloudera Software, (c) decompile, reverse engineer or reverse assemble any portion of Cloudera Software or attempt to discover any source code or underlying ideas or algorithms of Cloudera Software, (d) sell, assign, sublicense, rent, lease, loan, provide, distribute or otherwise transfer all or any portion of Cloudera Software to a third party, (e) make, have made, reproduce or copy Cloudera Software, (f) remove or alter any trademark, logo, copyright or other proprietary notices associated with Cloudera Software, (g) use Cloudera Products to provide services for, or otherwise for the benefit of, third parties, including without limitation, using Cloudera Products to provide software as a service, platform as a services, or similar services offering, (h) circumvent or attempt to circumvent any aspect of the Cloudera Products (including the Cloudera Software), which is designed to manage or restrict unauthorized access or use of Cloudera Products and/or Cloudera Software, or (i) cause or permit any other party to do any of the foregoing.
- 2.4 Ownership and Reservation of Rights. As between the parties and subject to Sections 2.2 and 3.3.1 of this ESMA, CGSI and its licensors own and retain all right, title and interest in and to: (i) the Cloudera Software, (ii) the Cloudera Online Services; (iii) the Cloudera IP, (iv) the Pre-Existing Property, (v) the General Enhancements, (vi) Training Materials, (vii) all CGSI's logos and trademarks included in any of the foregoing, and (viii) any and all Intellectual Property Rights embodied in the foregoing. CGSI reserves all rights not expressly granted in this ESMA or the applicable Order Form, and no licenses are granted by CGSI to Ordering Activity, whether by implication, estoppel or otherwise, except as expressly set forth in this ESMA or the applicable Order Form.
- 2.5 License Keys. Any license keys provided by CGSI to Ordering Activity are personal to Ordering Activity. Ordering Activity may not distribute any license keys provided by CGSI to any third party. Such license keys are the Confidential Information of CGSI and are subject to the confidentiality requirements of Section 6 of this ESMA.
- 2.6 Affiliate Use. An Affiliate of Ordering Activity may access and use the Cloudera Products which Ordering Activity has purchased under an applicable Order Form, provided that: (i) such Affiliate agrees in writing with CGSI to be bound by and accepts all of the obligations imposed upon Ordering Activity under this ESMA (other than payment obligations for which Ordering Activity is solely responsible to CGSI or its Authorized Partner, as applicable) or Ordering Activity agrees to be responsible for the acts and omissions of such Affiliate in relation to the applicable Order Form; (ii) the Affiliate is not a CGSI customer under separate contract, nor actively engaged with CGSI in discussions for the purchase of Cloudera Products at the time an Order Form is executed pursuant to this ESMA; (iii) the Affiliate is not a direct competitor of CGSI; and (iv) all of Ordering Activity's obligations under this ESMA and the applicable Order Form will remain in force and undiminished.
- 2.7 Third Party Service Provider Rights.

- 2.7.1 CGSI grants to Ordering Activity the right to permit one or more third-party service providers to access and use the Cloudera Software and related Support Services for which Ordering Activity has purchased a Subscription during the Subscription Period, provided that: (i) any such third party exercises such rights solely to provide goods to or perform services for Ordering Activity and/or its Affiliates; (ii) all such use is subject to the terms and conditions of this ESMA and the applicable Order Form; and (iii) such third party is not a direct competitor of CGSI. Ordering Activity will ensure that any third-party service providers that access or use the Cloudera Software and related Support Services shall comply with this Section 2.7.1, and Ordering Activity will be responsible for the acts and omissions of each such third party as fully as if they were Ordering Activity's acts and omissions.
- 2.7.2 Notwithstanding Section 2.7.1(iii), Ordering Activity may use third-party cloud service providers to host Cloudera Software for the benefit of Ordering Activity, provided that such third party's platform is supported by CGSI. Ordering Activity will be fully responsible for ensuring that such platform meets Ordering Activity's performance and availability requirements and for complying with the applicable terms and conditions of use for such platform.

3 Delivery; Services.

- 3.1 Delivery. Upon CGSI's acceptance of Ordering Activity's Order Form or the Subscription Period start date indicated therein (whichever is later), CGSI will make the Cloudera Software available for download (or, in the case of any Cloudera Online Services, will make the services available to Ordering Activity through CGSI's web site). The Cloudera Software or Cloudera Online Services will be deemed delivered when the electronic download or the online access is initially made available, as applicable. Ordering Activity acknowledges that CGSI does not control the transfer of data over the internet and that CGSI is not responsible for any delays or delivery failures caused by the internet.
- 3.2 Support Services. CGSI will use commercially reasonable efforts to provide technical support and software maintenance services for Cloudera Software as set forth at <https://www.cloudera.com/legal/commercial-terms-and-conditions/cloudera-support-policy.html> and attached hereto. CGSI may non-materially update such policies and/or support terms from time to time. Any updates to the terms applicable to Support Services made during any then-current Subscription Period will not apply until the start date of the next Subscription Period. The Support Services include the provision of Updates and Upgrades to the Cloudera Software, when and if such Updates or Upgrades are made generally available.
- 3.3 Professional Services; Training Services.
 - 3.3.1 Ownership of Work Product. In the event that the performance of Professional Services results in Work Product, all right, title and interest in the Work Product vests in Ordering Activity. Such Work Product is deemed to be a work made for hire, and to the extent it may not be considered a work made for hire, CGSI assigns to Ordering Activity all right, title and interest in and to the Work Product and any and all Intellectual Property Rights embodied therein. Notwithstanding any terms to the contrary in this ESMA or the applicable Order Form, CGSI owns all right, title and interest in and to any and all bug-fixes, extensions, improvements or enhancements to the Cloudera Software (including all Intellectual Property Rights embodied therein), and no rights to the foregoing are granted hereunder. CGSI grants to Ordering Activity a non-exclusive, non-transferable, revocable and limited license to use the Cloudera IP solely in conjunction with Ordering Activity's use of the Work Product, provided that Ordering Activity may not: (i) modify, disclose, alter, translate or create derivative works of the Cloudera IP; (ii) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Cloudera IP; or (iii) disassemble, decompile or reverse engineer any of the Cloudera IP.
 - 3.3.2 Training Services. If Ordering Activity orders Training Services, all works of authorship, inventions, improvements, methods, processes, formulas, designs, techniques and information conceived, discovered, developed or otherwise made by CGSI (as necessary to establish authorship, inventorship or ownership), solely or in collaboration with others, in the course of performing the Training Services, including any and all Training Materials, will be the sole property of CGSI. No title to or ownership of any property or any associated Intellectual Property Rights are transferred to Ordering Activity in the performance of the Training Services. In addition, Ordering Activity may not make recordings of any kind of the Training

Services. Notwithstanding the foregoing, Ordering Activity participants attending the Training Services may retain one copy of the Training Materials for personal use only.

4 Free Trial Products; Sample VPCs and Sample Data

- 4.1 Subscriptions to Free Trial Products. If Ordering Activity executes an Order Form pursuant to this ESMA for a Subscription to a Free Trial Product, CGSI will make the Free Trial Product available to Ordering Activity beginning on the Subscription Period start date of such Order Form until: (i) the end of the Subscription Period as set forth in the Order Form, or, if no Subscription Period is specified in the Order Form, then thirty (30) days from the date of Ordering Activity's execution of the Order Form; or (ii) termination of access to or use of the Free Trial Product by CGSI in its sole discretion (the "Trial Subscription Period"). CGSI may, in its sole discretion, extend the Trial Subscription Period by continuing to provide Ordering Activity with access to the Free Trial Product. Any such extension will be considered part of the Trial Subscription Period. Additionally, CGSI may, in its sole discretion, provide Ordering Activity with free trial access to or use of the Free Trial Product without the requirement that Ordering Activity execute an Order Form. Such Free Trial Product will, nonetheless, be treated as a Free Trial Product under these terms, and, in such case, the applicable "Trial Subscription Period" will be the period beginning on the date when CGSI first provides Ordering Activity with access to or use of the Free Trial Product and ending on the date on which CGSI notifies Ordering Activity that the Trial Subscription Period is ending (where, for the purposes of this Section 4.1, such notice can be provided via email).
- 4.2 Sample VPCs and Sample Data. CGSI may make Sample VPCs and sample data (the "Sample Data") available to Ordering Activity to facilitate Ordering Activity's trial and evaluation of Cloudera Online Services, and Ordering Activity may access and use such Sample VPCs and Sample Data, solely for such purpose. "Sample VPC" means a virtual private cloud environment procured by CGSI from a third-party public cloud vendor that is pre-configured by CGSI and that may be made accessible by CGSI to Ordering Activity for use with Free Trial Products that are Cloudera Online Services.
- 4.3 DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR FREE TRIAL PRODUCTS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ESMA, INCLUDING WITHOUT LIMITATION, THE TERMS OF SECTIONS 7.2 AND 8: (A) FREE TRIAL PRODUCTS, SAMPLE VPCS AND SAMPLE DATA ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS; (B) CGSI MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO FREE TRIAL PRODUCTS, SAMPLE VPCS OR SAMPLE DATA; AND (C) CGSI HAS NO INDEMNIFICATION OBLIGATIONS WHATSOEVER WITH REGARD TO FREE TRIAL PRODUCTS, SAMPLE VPCS OR SAMPLE DATA. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CGSI SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES WITH REGARD TO FREE TRIAL PRODUCTS, SAMPLE VPCS AND SAMPLE DATA, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE IN TRADE. CGSI DOES NOT WARRANT THAT FREE TRIAL PRODUCTS, SAMPLE VPCS OR SAMPLE DATA ARE OR WILL BE ERROR-FREE OR UNINTERRUPTED, WILL MEET ORDERING ACTIVITY'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 9 OF THIS ESMA: (A) IN NO EVENT WILL CGSI BE LIABLE TO ORDERING ACTIVITY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF DATA OR USE OF DATA, ANY INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH FREE TRIAL PRODUCTS, SAMPLE VPCS OR SAMPLE DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE; AND (B) IN NO EVENT WILL CGSI'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO FREE TRIAL PRODUCTS, SAMPLE VPCS OR SAMPLE DATA EXCEED THE AMOUNT OF ONE THOUSAND UNITED STATES DOLLARS (\$1,000.00 USD). THE FOREGOING LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

5 Ordering; Financial Considerations.

- 5.1 Orders for Products and Services. Subject to the terms and conditions of this ESMA and the applicable Order Form, CGSI will provide to Ordering Activity the Cloudera Products and Services agreed by the parties in

applicable Order Forms. Cloudera Products and Services are only for Ordering Activity's internal use. Ordering Activity may not use the Services to supply any consulting, training or support services to any third party.

- 5.2 Affiliate Orders. An Affiliate of Ordering Activity may execute an Order Form pursuant to this ESMA, and such Affiliate will be deemed to be the Ordering Activity for purposes of such Order Form, including being bound by the terms of this ESMA.

5.3 Fees; Taxes.

- 5.3.1 Fees for Metrics and Cloud Consumption Units. Ordering Activity will pay to CGSI or its Authorized Partner, as applicable, the total fees due for the applicable Subscription Period, including any renewals thereof pursuant to Section 10.1, and for applicable usage of Cloudera Online Services. Unless the applicable Order Form provides otherwise, CGSI will invoice Ordering Activity the total fees specified in an Order Form upon execution of the applicable Order Form (including any fees associated with cloud consumption units related to Cloudera Online Services). For the avoidance of doubt, with respect to Cloudera Products, all Subscriptions (excluding Subscriptions for Unique Identifiers) for any given cluster must be for the same Cloudera Software and Support Services entitlements, and be procured according to the same Metric. However, individual add-on Cloudera Products may be entitled at a Node level within the cluster.
- 5.3.2 Fees for Usage Above the Order Form Quantity. During the Subscription Period, Ordering Activity may elect to use additional capacity that exceeds the quantity of the applicable Metrics set forth in an Order Form. Ordering Activity may also exceed usage of Cloudera Online Services beyond Ordering Activity's then-available cloud consumption units. In such cases, Ordering Activity must notify CGSI or its Authorized Partner, as applicable, of its elected use of such additional capacity. In the event that Ordering Activity: (i) elects to add capacity, or (ii) exceeds the Metrics set forth in an Order Form, the fees for such additional capacity/usage will be calculated for the period commencing immediately upon: (a) the installation date of the additional Nodes, (b) the date when Capacity Under Management or quantity of Unique Identifiers increased (whether used or not), (c) the date when additional support entitlement Metrics for Cloudera Products are required; or (d) the date on which Ordering Activity exhausted its available cloud consumption units for Cloudera Online Services. Unless otherwise agreed in the Order Form, for subscription-based Cloudera Products, the Subscription Period of the additional capacity will be pro-rated such that it will terminate on the same date as the existing Subscription Period, and, for Cloudera Online Services, Ordering Activity must purchase additional cloud consumption units or its usage will be converted to the pay-as-you-go billing option where CGSI is authorized to issue monthly invoices to Ordering Activity charging Ordering Activity fees for its applicable usage of Cloudera Online Services beyond available cloud consumption units and Ordering Activity agrees to pay such invoices in accordance with the terms of its applicable agreement with CGSI, regardless of whether a purchase order has been provided by Ordering Activity to cover such overages.
- 5.3.3 Subscription Period Not Cancelable. Except for the provisions of this ESMA and GSAR Clause 552.212-4 (m), allowing for early termination, the Subscription Period is non-cancelable and non-terminable. Unless an Order Form has been terminated by Ordering Activity in accordance with Section 10.2, CGSI reserves the right to invoice Ordering Activity for any future payments included in an Order Form and will not be obligated to issue any refunds for Subscription fees paid.
- 5.3.4 Fees for Professional Services and Training Services. The fees associated with the performance of the Professional Services and/or Training Services will be as set forth in the Order Form applicable to such Services in accordance with the GSA Schedule Pricelist. Ordering Activity agrees to pay any travel expenses in accordance with Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable, Ordering Activity shall only be liable for such travel expenses as approved by Ordering Activity and funded under the applicable ordering document.
- 5.3.5 Required Subscription Fees. While Ordering Activity has an active Subscription for Cloudera Products covering Ordering Activity's computer systems (e.g., Nodes, Cores, etc.) that allows Ordering Activity to receive Support Services related to a Cloudera Product, Ordering Activity agrees that all of its computer systems on which Ordering Activity has deployed Cloudera Software will be covered by an active Subscription.
- 5.3.6 Payment Terms. Upon receipt of Ordering Activity's (or an Authorized Partner's) purchase order or Order Form for a Cloudera Product or for related Services, and/or for any additional capacity purchased, used or

increased as provided in Section 5.3.2 above, unless the applicable Order Form includes a billing and/or payment schedule, CGSI or its Authorized Partner, as applicable, will invoice Ordering Activity the applicable fees as described in this Section 5.3. Fees are due to CGSI within thirty (30) days of the date of CGSI's invoice. Where a Subscription for a Cloudera Product is purchased through an Authorized Partner, any disputes regarding payment must be addressed to such Authorized Partner. In addition to any of its other rights or remedies (including, without limitation, any termination rights) under this Agreement or an Order Form, CGSI reserves the right to suspend provision of Services to Ordering Activity (i) if Ordering Activity is more than thirty (30) days overdue on any payment obligation (including due to any over deployments of Cloudera Software), (ii) if CGSI deems such suspension necessary due to Ordering Activity's breach of applicable use restrictions in connection with a Cloudera Product or Cloudera Software, or (iii) as required by law or at the request of any Government Entity. If suspension is due to past due amounts under subsection (i) above, the applicable Services will be resumed and/or restored upon receipt by CGSI of all overdue amounts. No suspension under this paragraph will (a) relieve Ordering Activity from complying with any of Ordering Activity's obligations under this Agreement and all Order Forms hereunder or (b) extend any Subscription Periods.

- 5.3.7 Payment Method and Currency. Except as may otherwise be set forth in any Order Form between Ordering Activity and an Authorized Partner, if applicable, all payments due under the Agreement will be made: (i) by bank wire transfer, electronic ACH deposit or company check in immediately available funds to an account designated by CGSI; and (ii) in the currency as set forth in the applicable Order Form (or USD where no currency is specified).
- 5.3.8 Taxes. CGSI shall state separately on invoice taxes excluded from the fees, and Ordering Activity agrees either to pay the amount of the taxes or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

6 Confidentiality; Publicity; Data Protection.

6.1 Confidentiality.

- 6.1.1 "Confidential Information" means all information disclosed (whether in oral, written or other tangible or intangible form) by one party or its Affiliate (the "Disclosing Party") to the other party or its Affiliate (the "Receiving Party") concerning or related to the business relationship (or potential business relationship) between the parties, whether before, on or after the Effective Date, that is: (i) characterized as confidential information at the time of disclosure or within a reasonable time after disclosure; or (ii) that due to the nature of the information and circumstances surrounding its disclosure would be reasonably understood by a person with no knowledge of the relevant trade or industry to be confidential or proprietary. Confidential Information will not include information that: (i) is in or enters the public domain without breach of the Agreement and through no fault of the Receiving Party; (ii) the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party; (iii) the Receiving Party can demonstrate was developed by the Receiving Party independently and without use of or reference to the Disclosing Party's Confidential Information; or (iv) the Receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation. CGSI recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.
- 6.1.2 Period of Confidentiality. The Receiving Party will, during the term of this ESMA and for three (3) years thereafter, be required to maintain the confidentiality of the Disclosing Party's Confidential Information by using the same degree of care to maintain the confidentiality of such Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. Notwithstanding the foregoing, where the Confidential Information disclosed is: (i) the Disclosing Party's trade secret, the Receiving Party will treat such information as Confidential Information for as long as the Confidential Information remains the Disclosing Party's trade secret; or (ii) required by law to be protected for a duration beyond that provided hereunder, the Receiving Party will maintain such information in confidence for the duration required by law.
- 6.1.3 Use; Disclosure. Any Confidential Information of the Disclosing Party will be used by the Receiving Party solely for the purpose of carrying out the Receiving Party's obligations under this ESMA. In addition, the

Receiving Party will not reproduce Confidential Information disclosed by the Disclosing Party, in any form, except as required to accomplish the Receiving Party's obligations under this ESMA. The Receiving Party may disclose Confidential Information to the extent compelled to do so pursuant to a judicial or legislative order or proceeding; provided that, to the extent permitted by applicable law, the Receiving Party provides to the Disclosing Party prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, or if prior notice is not permitted by applicable law, prompt notice of such disclosure; and provided further that the Receiving Party must limit the scope of Confidential Information that is disclosed to only that which is required to be disclosed by the applicable order or proceeding.

6.1.4 Reserved.

- 6.2 Publicity. CGSI shall have the right to include Ordering Activity's name on CGSI's website and other public Ordering Activity lists to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71. Ordering Activity agrees to cooperate with CGSI, at CGSI's reasonable request, on public content that describes Ordering Activity's election to use Cloudera Software or Services, including, but not limited to, press releases describing Ordering Activity's election to use the Cloudera Software or Services; and publication of a written or video success stories describing Ordering Activity's use of the Cloudera Software or Services.
- 6.3 Data Protection. The Cloudera Product & Service Data Policy, as may be amended by CGSI from time to time, will apply to and govern (a) CGSI's handling, storing, and otherwise treating of the various types of data identified therein in connection with Ordering Activity's use of Cloudera Products and Services and (b) Ordering Activity's obligations with respect to such data in connection with Ordering Activity's use of Cloudera Products and Services. The Cloudera Product & Service Data Policy (including capitalized terms therein) is hereby incorporated into this Agreement by reference. For avoidance of doubt, the Cloudera Product & Service Data Policy applies to any Order Forms entered into hereunder.

7 Warranties; Disclaimer.

- 7.1 General Warranties. Each party warrants that as of the Effective Date: (i) it validly exists and is in good standing under the laws of the place of its establishment or incorporation; (ii) it has full corporate power and authority to execute, deliver and perform its obligations under this ESMA; (iii) the person signing this ESMA (or an Order Form referencing this ESMA) on its behalf has been duly authorized and empowered to do so; and (iv) this ESMA is valid, binding and enforceable against it in accordance with its terms.
- 7.2 Software Product Warranty. CGSI warrants that for a period of sixty (60) days following the date on which Ordering Activity initially deploys applicable Cloudera Software and any subsequent initial deployments of Upgrades to such Cloudera Software (each such period, a "Warranty Period"), the Cloudera Software will perform in all material respects in accordance with the applicable documentation as provided by CGSI at <http://www.cloudera.com/content/support/en/documentation.html> (the "Documentation"). Ordering Activity must notify CGSI of any non-conformance with this warranty during the applicable Warranty Period, and as CGSI's sole obligation and Ordering Activity's exclusive remedy for breach of warranty, CGSI will either: (i) repair the Cloudera Software such that it conforms to the Documentation; or (ii) replace the Cloudera Software with an equivalent product that conforms to the Documentation; provided, however, if neither (i) nor (ii) is reasonable or practicable, Ordering Activity may return the applicable Cloudera Software and obtain a pro-rated return of the Subscription fees for the then-current current Subscription Period Ordering Activity paid to CGSI for Cloudera Product associated with the defective Cloudera Software.
- 7.3 Professional Services and Training Services Warranty. CGSI warrants that it will perform the Professional Services and the Training Services in a professional and workmanlike manner and consistent with applicable industry standards. For any Professional Services or Training Services that do not conform to this warranty, Ordering Activity must notify CGSI within sixty (60) days of the delivery of any non-conforming Professional Services or Training Services, and as CGSI's sole obligation and Ordering Activity's exclusive remedy, CGSI, at its sole discretion, will either: (i) re-perform such non-conforming Professional Services or Training Services at no additional charge to Ordering Activity, or (ii) refund any Professional Services or Training Services fees paid to

CGSI for such non-conforming Professional Services or Training Services, and terminate all or a portion of the applicable Order Form at CGSI's discretion.

- 7.4 Disclaimer. EXCEPT FOR THE EXCLUSIVE WARRANTIES SET FORTH IN THIS ESMA, CGSI AND ITS SUPPLIERS DISCLAIM ANY AND ALL OTHER WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE CLOUDERA PRODUCTS (AND THE ASSOCIATED CLOUDERA SOFTWARE) AND THE SERVICES, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY AND ALL: (I) WARRANTIES OF MERCHANTABILITY; (II) WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT CGSI KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE); AND (III) WARRANTIES OF NONINFRINGEMENT OR CONDITION OF TITLE. CGSI AND ITS SUPPLIERS MAKE NO WARRANTIES WITH RESPECT TO THE CLOUDERA PRODUCTS, THE CLOUDERA SOFTWARE OR THE SERVICES BEING FREE FROM BUGS, ERRORS, OR OMISSIONS. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF ANY OF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE.

8 Indemnification Obligations.

- 8.1 Subject to this Section 8, CGSI agrees, at its own expense, to pay all Damages (as defined below) and has the right to intervene to defend Ordering Activity from (or at CGSI's option, settle) any claim instituted by a third party and asserted against Ordering Activity after the Effective Date that any Work Product (if any) or Cloudera Software when used in accordance with the applicable Documentation infringes any United States patent, copyright, trade secret or other proprietary right of a third party (each an "IP Claim"), provided that Ordering Activity: (i) promptly notifies CGSI in writing of any such IP Claim; (ii) gives CGSI sole control over the investigation, defense and settlement of the IP Claim; and (iii) assists and fully cooperates with CGSI in the defense of same. CGSI agrees to pay any damages awarded by a court of competent jurisdiction against Ordering Activity (or agreed to in a settlement by CGSI) resulting from the IP Claim, including any awarded costs and awarded attorneys' fees (collectively "Damages"). CGSI will not be responsible for any settlement (and the associated Damages agreed to in such settlement) that it does not approve in writing prior to such settlement. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.
- 8.2 Following notice of an IP Claim or any facts which may give rise to such IP Claim, CGSI may, in its sole discretion and at its option: (i) procure for Ordering Activity the right to continue to use the Cloudera Software or Work Product (as applicable); (ii) replace the Cloudera Software or Work Product; (iii) modify the Cloudera Software or Work Product to make it non-infringing; or (iv) if Ordering Activity's use of the Cloudera Software or Work Product is enjoined in a non-appealable judgment and CGSI determines that it is not commercially reasonable to perform any of alternatives (i) through (iii), CGSI may (a) terminate the license for the allegedly infringing Cloudera Software and refund the pre-paid and unused Subscription fees paid by Ordering Activity for the use of the Cloudera Product containing such allegedly infringing Cloudera Software or (b) terminate the Order Form under which the Work Product had the alleged infringement. Upon such Order Form termination, Ordering Activity must, at CGSI's option, return or destroy such Work Product and any and all Pre-Existing Property and Cloudera IP, and CGSI will provide a refund of all Services fees paid under such Order Form for the allegedly infringing Work Product.
- 8.3 In no event will CGSI have any obligations under this Section 8 or any liability for any IP Claim if the IP Claim is caused by, or results from: (i) Ordering Activity's combination or use of the Cloudera Software or Work Product with non-CGSI software or services, or any equipment, data or other materials, if such IP Claim would have been avoided absent such combination or use; (ii) modification of the Cloudera Software or Work Product by anyone other than CGSI if such IP Claim would have been avoided by use of the unmodified Cloudera Software or Work Product; (iii) Ordering Activity's continued allegedly infringing activity after being notified thereof or after being provided modifications that would have avoided the alleged infringement; (iv) Ordering Activity's use of the Cloudera Software or Work Product in a manner not strictly in accordance with this ESMA and the applicable Order Form; (v) CGSI's modification of the Cloudera Software or Work Product in compliance with Ordering Activity's written instructions, requests or specifications; (vi) use of a release other than CGSI's most current release of the Cloudera Software if the IP Claim would have been avoided by use of the most current release,

provided Ordering Activity is given an opportunity to use such most current release for no additional fee, or (vii) any Third-Party Software (including any Open Source Software).

- 8.4 THIS SECTION 8 STATES CGSI'S ENTIRE LIABILITY AND ORDERING ACTIVITY'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT OR ALLEGED INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9 Limitation of Liability.

- 9.1 (A) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF DATA, ANY INTERRUPTION OF BUSINESS, OR FOR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS ESMA OR ANY ORDER FORMS HEREUNDER WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. (B) A PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS ESMA AND ALL ORDER FORMS HEREUNDER WILL NOT EXCEED THE TOTAL AMOUNT PAID TO CGSI FOR SUBSCRIPTIONS TO THE CLUDERA PRODUCTS AND THE SERVICES AS SPECIFIED IN THE APPLICABLE ORDER FORM(S) UNDER THIS ESMA IN THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE ACCRUAL OF THE FIRST CLAIM.
- 9.2 EXCLUSIONS. THE LIMITATIONS OF LIABILITY IN SECTION 9.1 DO NOT APPLY TO: (I) CLAIMS ALLEGING FRAUD OR WILLFUL MISCONDUCT, PERSONAL INJURY OR DEATH SOLELY RESULTING FROM LICENSOR'S NEGLIGENCE; OR (II) BREACHES OF SECTIONS 2.2, 2.3, 2.4, 2.5 OR 2.6. THE LIMITATIONS OF LIABILITY IN SECTION 9.1(B) DO NOT APPLY TO: (I) CGSI'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8; OR (II) CLAIMS FOR NON-PAYMENT.
- 9.3 SECTION 9 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS ESMA IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10 Term and Termination.

- 10.1 Term; Renewal. Unless earlier terminated as provided in herein: (i) the term of this ESMA will commence on the Effective Date and continue for as long as Ordering Activity has an active Subscription to Cloudera Products and/or an active Order Form for Services, and (ii) each Order Form for Professional Services and/or Training Services expires one (1) year from the initial effective date of such Order Form unless both parties agree in writing to extend the term of such Order Form. The Subscription Period may be renewed for additional successive one (1) year terms by executing a new Purchase Order in writing.
- 10.2 Termination for Cause. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, CGSI shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.
- 10.3 Effect of Termination; Non-Renewal. Upon any expiration or termination of this ESMA or an applicable Order Form: (i) all rights granted to Ordering Activity under this ESMA or an applicable Order Form will immediately terminate; (ii) Ordering Activity must immediately delete any associated license keys provided by CGSI and cease any use of such keys; (iii) upon request from CGSI, Ordering Activity must confirm in writing Ordering Activity's compliance with the foregoing provisions in (i) and (ii); and (iv) each of Ordering Activity and CGSI will promptly return to one another all of the other party's Confidential Information then in its possession or destroy all copies of Confidential Information; provided, however, that each party may retain sufficient copies of the Confidential Information of the other party solely as may be required for compliance with internal backup policies or applicable law; and provided further that such retained Confidential Information remains subject to the requirements of Section 6.1. Each of Ordering Activity and CGSI will promptly confirm in writing that it has complied with Section 10.3(iv) if requested by the other party to do so. In the event that Ordering Activity elects not to renew a Subscription for any Cloudera Products, should Ordering Activity purchase a new Subscription for the same Cloudera Products at some future time, Subscription fees will be charged for the period beginning as of the end of the Subscription Period of the original Subscriptions which Ordering Activity previously elected not to renew will be charged for the period beginning as of the end of the Subscription Period of the original subscriptions which Ordering Activity previously elected not to renew or is late on the renewal. The following Sections will survive any expiration or termination of this ESMA: 1, 2.3, 2.4, 2.5, 3.3.1, 3.3.2, 4.3, 5, 6, 7.4, 9, 10.3, 11 and 12.

11 Third-Party Software.

- 11.1 Notwithstanding any terms to the contrary in this ESMA or applicable Order Forms, Ordering Activity acknowledges and agrees that: (i) the Cloudera Software contains Third-Party Software; and (ii) Ordering Activity agrees that, in addition to the terms of this ESMA and applicable Order Forms, its use is further subject to the terms of licenses applicable to the Third-Party Software. Ordering Activity hereby acknowledges that CGSI makes a list of Third-Party Software available to Ordering Activity: (i) with CGSI's documentation, (ii) in the notice file that accompanies the Cloudera Software, and/or (iii) in another reasonable manner. Further, Ordering Activity hereby acknowledges that third-party suppliers may disclaim and make no representation or warranty with respect to such Third-Party Software or any portion thereof, and assume no liability for any claim that may arise with respect to such Third-Party Software or Ordering Activity's use or inability to use the same.
- 11.2 NOTWITHSTANDING ANY OF THE TERMS IN THE THIRD-PARTY LICENSES, THIS ESMA, APPLICABLE ORDER FORMS OR ANY OTHER AGREEMENT ORDERING ACTIVITY MAY HAVE WITH CGSI, CGSI: (I) PROVIDES THIRD-PARTY SOFTWARE TO ORDERING ACTIVITY AS-IS, WITHOUT WARRANTIES OF ANY KIND; (II) DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES WITH RESPECT TO THIRD-PARTY SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (III) IS NOT LIABLE TO ORDERING ACTIVITY, AND WILL NOT DEFEND, INDEMNIFY, OR HOLD ORDERING ACTIVITY HARMLESS FOR ANY CLAIMS ARISING FROM OR RELATED TO THIRD-PARTY SOFTWARE; AND (IV) WITH RESPECT TO THE THIRD-PARTY SOFTWARE, CGSI IS NOT LIABLE TO ORDERING ACTIVITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES RELATED TO LOST REVENUE, LOST PROFITS, LOSS OF INCOME, LOSS OF BUSINESS ADVANTAGE OR DAMAGE TO, OR UNAVAILABILITY, LOSS OR CORRUPTION OF DATA.

12 General Provisions.

- 12.1 Entire Agreement and Conflicts. This ESMA, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), and Order Forms set forth the entire agreement and understanding of the parties relating to the subject matter of this ESMA, and supersede all prior or contemporaneous agreements, proposals, negotiations, conversations, discussions and understandings, written or oral, with respect to such subject matter and all past dealing or industry custom. This Agreement or a negotiated Order Form will prevail over any additional, conflicting or inconsistent terms and conditions which may appear on any purchase order furnished by Ordering Activity.
- 12.2 Independent Contractors. Neither party will, for any purpose, be deemed to be an agent, franchisor, franchise, employee, representative, owner or partner of the other party, and the relationship between the parties will only be that of independent contractors. Neither party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.
- 12.3 Assignment. Neither this ESMA or any Order Forms hereunder, nor any right or duty under this ESMA or any Order Forms hereunder, may be transferred, assigned or delegated by Ordering Activity, by operation of law or otherwise, without the prior written consent of CGSI, and any attempted transfer, assignment or delegation without such consent will be void and without effect; provided that Ordering Activity may assign this ESMA and/or any Order Form(s), including all rights and duties thereunder, to any of its Affiliates, upon written notice to CGSI, provided further that such Affiliate agrees in writing to assume all obligations of Ordering Activity hereunder, and that such Affiliate is, in the sole judgment of CGSI, adequately capitalized and credit-worthy. The Anti-Assignment Act, 41 USC 6305, prohibits the assignment of Government contracts without the Government's prior approval. Procedures for securing such approval are set forth in FAR 42.1204. Subject to the foregoing, this ESMA will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns.
- 12.4 Amendments and Waivers. No modification, addition or deletion or waiver of any rights under this ESMA or an Order Form hereunder will be binding on a party unless made in writing, clearly understood by the parties to be a modification or waiver and signed by a duly authorized representative of each party. No failure or delay (in

whole or in part) on the part of a party to exercise any right or remedy hereunder will operate as a waiver thereof or effect any other right or remedy. Except as otherwise expressly set forth herein, all rights and remedies hereunder are cumulative and are not exclusive of any other rights or remedies provided hereunder or by law. The waiver of one breach or default or any delay in exercising any rights will not constitute a waiver of any subsequent breach or default.

- 12.5 Notices. Any notice or communication required or permitted to be given hereunder must be in writing signed or authorized by the party giving notice, and may be delivered by hand, deposited with an overnight courier, sent by email to a confirmed address identified in an Order Form, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party as identified on an Order Form or at such other address as may be furnished in writing by either party to the other party. Such notice will be deemed to have been given as of the date it is delivered. Notices provided to CGSI will include a paper copy sent to the attention of CGSI Legal at CGSI's address on the applicable Order Form and with an electronic copy emailed to LegalNotices@Cloudera.com.
- 12.6 Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f).
- 12.7 Section Headings. The section headings contained in this ESMA are for reference purposes only and will not affect in any way the meaning or interpretation of this ESMA.
- 12.8 Reserved.
- 12.9 Governing Law; Venue. This Agreement is made and will be governed by and construed in accordance with the Federal laws of the United States.
- 12.10 Government Entities. If Ordering Activity is a Government Entity, Ordering Activity acknowledges and agrees that the Cloudera Software and Services, and all General Enhancements and Cloudera IP hereunder are provided as "Commercial product," "Commercial service," "Commercial computer software," "Commercial computer software documentation" and "Technical data" (as such terms are defined in FAR 2.101) with the same rights and restrictions as are customarily provided by CGSI to its customers generally, as set forth in this Agreement. This is in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data Commercial Products and Commercial Services) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Commercial Computer Software Documentation).
- 12.11 Severability. If any provision of this ESMA is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of this ESMA will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by any Order Form hereunder is not affected in any manner adverse to any party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the parties will negotiate in good faith to modify this ESMA so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled.
- 12.12 Counterparts. This ESMA, and any Order Form, may be executed: (i) in two or more counterparts, each of which will be deemed an original and all of which will together constitute the same instrument; and (ii) by the parties by exchange of signatures by electronic means or scanned and emailed signature service where legally permitted. For clarity, electronic, digital, machine-generated or images of signatures will create a valid and binding obligation of the party so signing.
- 12.13 Anti-Corruption Compliance. Each party will comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.K. Bribery Act, and all other applicable anti-corruption laws. Each party acknowledges and agrees that no payment or gift of money or anything of value has been or will be offered, authorized, promised, provided or paid, directly or indirectly, to any government official, state-owned enterprise official, public international organization official, political party official (or candidate for such office) or political party for the purpose of influencing official acts and decisions (including failures to act or decide) in order to assist the other party in obtaining or retaining an improper business advantage. Each party will promptly notify the other party if it receives a request to take any action which may violate its obligations under this Section.
- 12.14 Export. CGSI is subject to the jurisdiction of U.S. export controls and economic sanctions laws and regulations, including the Export Administration Regulations ("EAR") administered by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), and sanctions administered by the U.S. Treasury Department's Office of

Foreign Assets Control ("OFAC") that prohibit or restrict the import, export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users (collectively, "Export Control Laws"). Ordering Activity shall not use, nor allow the transfer, transmission, export or re-export of Cloudera Products or any portion thereof, technology, services or data, in violation of any Export Control Laws administered by the BIS, OFAC, or any other U.S. government agency, nor shall Ordering Activity's use of such products, technology, services or data give rise to a violation by CGSI of any Export Control Laws or any other applicable export control and economic sanctions laws and regulations.

- 12.15 Audit. During the term of this ESMA and for six (6) months thereafter, CGSI and/or an independent auditor on behalf of CGSI may audit Ordering Activity's use of CGSI Products and Cloudera Software via diagnostic reporting and/or an independent auditor on behalf of CGSI will have the right to audit Ordering Activity's applicable systems, books and records, no more than once every calendar year (absent non-compliance in an immediately preceding audit), during Ordering Activity's normal business hours, subject to Government Security requirements, and in a manner that does not unreasonably interfere with Ordering Activity's normal business operations, to ensure Ordering Activity's compliance with the terms and conditions of this Agreement. Each party will pay the costs that it incurs in the course of the audit. If the audit reveals an underpayment, or a failure by Ordering Activity to fully comply with all the payment terms and conditions of this Agreement, then Ordering Activity will immediately pay CGSI the underpaid amount within thirty (30) days of the invoice date, with interest accruing at the rate governed by the Prompt Payment Act (31 USC Section 3901 *et seq.*) and Treasury regulations at 5 CFR 1315, from the date such amount is due.

Cloudera Product & Service Data Policy

Last Updated: June 4, 2024

The Cloudera Product and Service Data Policy (“Data Policy”) describes Cloudera’s policies applicable to Cloudera’s collection, use, storage, and otherwise processing of data related to the Customer (including any Customer Affiliate) and to the Customer’s use of Cloudera Products and Services (including the Cloudera Data Platform (“CDP”)) in connection with the Enterprise Subscription Master Agreement, Order Form, and/or other agreements or terms and conditions (“Agreement”) in place between the parties. “Cloudera” means Cloudera, Inc., and its subsidiaries and any Cloudera Affiliate. In the event of a conflict between this Data Policy and the terms of the Agreement, the terms and conditions of this Data Policy will prevail and apply, but only to the extent of such conflict.

I. Definitions

Account Data

- “Account Data” means the information provided by Customer, or otherwise generated, to create and administer the Customer’s account, which is necessary to receive Cloudera Products and Services and is required for Cloudera to (i) comply with Applicable Law; (ii) conduct Cloudera’s business operations and activities and fulfill its business purposes; and (iii) manage the business relationship with Customer, including delivering Cloudera Products and Services, providing support, communicating updates and issues, and otherwise administering the Customer’s account for Cloudera Products and Services.
 - Account Data includes, inter alia, (i) the Customer’s identity, relevant business information, contractual information, and billing and payment information, and (ii) the name(s), professional title(s)/role(s)/position(s)/function(s), business contact information, office location(s), and username(s) of the employee(s), staff, and/or agent(s) designated and authorized by Customer to create, manage, and use the account on the Customer’s behalf.

Applicable Law

- “Applicable Law” means any law, rule, regulation, court order, government authority/agency or law enforcement order, legislation, or other legally-binding decree or ordinance to which either party is subject and/or is applicable to Cloudera Products and Services.

Control Plane

- “Control Plane” means the public cloud environment operated and managed by Cloudera for purposes of providing Cloudera Online Services, and through which Customer can execute commands to the Workload Environment and which comprises the administrative service used by the Customer’s administrator to manage environments, users, and Cloudera Online Services. The Control Plane does not host, manage, or otherwise process Workload Data.

Control Plane Data

- “Control Plane Data” means the authentication, logging, and audit information necessary to authenticate, authorize, log, and audit events of Customer’s end-users, whom the Customer has authorized to use the Control Plane (namely, information associated with Security Assertion Markup Language Data, including the end-user’s full name (optional), work email, user ID,

username, group member ID (optional), and/or tenant ID). Control Plane Data may also include analytics, metadata, and other information related to, and generated by, Customer's end users' use of the Control Plane. Control Plane Data does not include Workload Data.

Diagnostic and Telemetry Data

- "Diagnostic and Telemetry Data" means statistical data, system usage data, diagnostic bundles, configuration files, software versions, application logs, service and system logs, security log files, troubleshooting data, metrics, and other metadata regarding the Customer's compliance with the Agreement and its usage of Cloudera Products and Services.

Feature Usage Data

- "Feature Usage Data" is the non-identifiable data, aggregated data, analytics information, and other metadata (e.g., session replay scripts) relating to the Customer's interactions with and/or use of Cloudera Products and Services.

Feedback Data

- "Feedback Data" means any recommendations, ideas, proposals, suggestions, reported defects, usability enhancements, feature requests, or other comments regarding Cloudera Products and Services provided to Cloudera by Customer or its end-users.

On-Premise Computing Environment and/or Private Cloud Environment

- "On-Premise Computing Environment and/or Private Cloud Environment" (a.k.a. "On-Premise/Private Cloud Environment") means the Customer's on-premise computing environment or private cloud environment, (i) which Customer alone procures and sets up, manages, operates, and otherwise controls, and (ii) in which Customer may deploy certain elements of Cloudera Products and Services (i.e., the licensed software) and store, manage, and otherwise process the Customer's data (i.e., "On-premise Data").

Personal Data

- "Personal Data" means any information relating to an identified natural person or an identifiable natural person, which is one who can be identified, directly or indirectly, in particular by reference to an identifier, or otherwise has the meaning stipulated in Applicable Law.

Restricted or Prohibited Data

- "Restricted or Prohibited Data" means data that (i) is inaccurate, illegal, harmful, obscene, pornographic, defamatory, racist, violent, offensive, harassing, or otherwise objectionable; (ii) consists of an unauthorized disclosure of Personal Data and/or Confidential Information; (iii) violates or infringes any third party Intellectual Property Rights; (iv) contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (v) includes any (electronic) protected health information ("PHI") regulated by the Health Insurance Portability and Accountability Act; (vi) includes any Cardholder Data, as such term is defined and used in the Payment Card Industry Data Security Standard; (vii) contains information regulated under the International Traffic in Arms Regulations ("ITAR") of the United States; and/or (viii) includes Workload Environment Data.

Technical Support Data

- “Technical Support Data” means the information submitted by Customer (or its end-users) or that is otherwise required for Support Services and which includes Account Data and may include Diagnostic and Telemetry Data, and files, logs, images, and/or other information necessary to assist with the support request, troubleshoot, and resolve any issue. Technical Support Data excludes Workload Environment Data and/or On-premise Data.

Workload Environment

- “Workload Environment” (a.k.a. “Data Plane”) means the Customer’s public cloud environment necessary to obtain Cloudera Online Services, the environment (i) which Customer alone procures from a separate third-party cloud service provider and sets up, manages, operates, and otherwise controls, and (ii) in which Customer may deploy certain elements of Cloudera Online Services and process the Customer’s Workload Data.

Workload Environment Data

- “Workload Environment Data” (a.k.a. “Workload Data”) means data submitted, stored, hosted, used, analyzed, or otherwise processed solely by Customer in or on the Customer’s Workload Environment.

For purposes of clarification, Diagnostic and Telemetry Data, Feature Usage Data, and Feedback Data do not include Personal Data, On-premise Data, and/or Workload Environment Data. Undefined capitalized terms shall have the meaning ascribed to them in the Agreement.

II. Customer Account

A. In connection with Cloudera’s delivery and performance of Cloudera Products and Services under the Agreement, Customer shall create an account by providing Account Data. To the extent required by Applicable Law, Customer warrants and guarantees that it will collect and process Account Data in accordance with Applicable Law, including obtaining and providing, or otherwise granting, all rights, consents, permissions, and/or authorizations necessary to Cloudera for Cloudera to use and process Account Data.

B. Customer shall (i) ensure that it creates only one account per email address; (ii) ensure that all Account Data is current, accurate, complete, and lawful at all times for the duration of the Agreement; (iii) implement and maintain appropriate administrative, organizational, physical, and technical safeguards to ensure that Account Data is only used by the Customer’s authorized user(s) and that the credentials associated with Account Data and Account Data itself remain confidential and secure; (iv) notify Cloudera promptly upon becoming aware of any loss, alteration, unauthorized disclosure of, or unauthorized access to, Account Data or any unauthorized use of, or access to, its account; (v) monitor and control the individuals whom it designates and authorizes to create and use its account and who access its account; and (vi) remain fully responsible for all activities that occur under its account.

C. Cloudera shall not be liable for any losses, damages, liability, expenses, or attorneys’ fees that Customer may incur as a result of someone else (i.e., an unauthorized user) using Account Data and/or accessing or using the Customer’s account, either with or without the Customer’s knowledge and/or authorization, and regardless of whether Customer has advised Cloudera of such unauthorized use. Customer shall be liable for losses, damages, liability, expenses, and attorneys’ fees incurred by Cloudera or a third party due to someone else using the Customer’s account. In the event that Customer or its authorized user loses access to the Customer’s account or otherwise requests information about the account, Cloudera reserves the right to request from Customer or its authorized user any verification Cloudera deems necessary before

restoring access to or providing information about such account, in its sole discretion.

D. Cloudera shall process Personal Data associated with Account Data as an independent data controller in accordance with Applicable Law. Cloudera's [Privacy Statement](#) will govern any processing of said Personal Data, provided that Cloudera will process it solely for the purpose of delivering Cloudera Products and Services and in accordance with this Data Policy.

III. Customer Responsibility

A. Customer represents and warrants that it shall: (i) be responsible for the technical operation of Cloudera Products and Services, including ensuring that API calls Customer makes to any Cloudera Online Service are compatible with then-current APIs for Cloudera Online Services; (ii) comply with Applicable Law in its use of Cloudera Products and Services, including with respect to Confidential Information and any other data; (iii) lawfully possess any data, including Personal Data and/or Confidential Information, it provides or makes available to Cloudera; (iv) not disclose or provide to Cloudera any Restricted and Prohibited Data (except if the parties have specifically agreed in writing that Customer may transmit PHI or Cardholder Data and have entered into any required additional terms), and if Customer violates this prohibition, Cloudera shall have no liability whatsoever under the Agreement relating to such Restricted and Prohibited Data, notwithstanding anything to the contrary in Applicable Law; and (v) not disclose, provide, or make available to Cloudera any Workload Environment Data (including any Personal Data therein), including in connection with Support Services, and if Customer violates this prohibition, Cloudera shall have no liability or obligations whatsoever under the Agreement relating to such Workload Environment Data, notwithstanding anything to the contrary in Applicable Law.

B. In addition, Customer shall be responsible for (i) anonymizing data to the extent Customer deems it reasonable or prudent to do so; and (ii) properly handling and processing notices sent to Customer by any person or entity claiming that Customer is violating such person's or entity's rights, including notices pursuant to the Digital Millennium Copyright Act.

IV. Acceptable Use

Customer represents and warrants that it shall not: (i) use, or encourage, promote, facilitate, or instruct others to use, Cloudera Products and Services for any illegal, harmful, or offensive activities; (ii) transmit, store, display, distribute, or otherwise make available content that is illegal, harmful, or offensive, or that constitutes or Restricted or Prohibited Data, with Cloudera Products and Services; (iii) use Cloudera Products and Services to violate the security or integrity of any network, computer or computing device, communications system or equipment, or software application; (iv) make network connections to any users, hosts, or networks, unless Customer has permission to communicate with them; (v) use Cloudera Products and Services to transmit spam, bulk, or unsolicited communications; (vi) use Cloudera Products and Services to violate a third party's rights, including intellectual property and privacy rights; (vii) use Cloudera Products and Services to process Confidential Information or other data, except as permitted or required by Applicable Law and in accordance with such law; and/or (viii) attempt to reverse engineer, decompile, hack, disable, interfere with, disassemble, modify, copy, translate, or disrupt the features, functionality, integrity, or performance of Cloudera Products and Services.

V. On-Premise and Private Cloud Customer Environment and Data

A. On-Premise Computing Environment and/or Private Cloud Environment. Customer acknowledges and agrees that it shall be solely responsible for implementing and maintaining all physical, technical, administrative, and organizational measures to ensure the confidentiality, integrity, availability, and resiliency of the On-Premise/Private Cloud Environment and any data

therein (i.e., the On-Premise Data). Customer acknowledges and agrees that it shall be solely responsible for the retention and back up of On-Premise Data. Customer expressly assumes the risks associated with the foregoing responsibilities.

1. To deliver Cloudera Products and Services, Cloudera does not and cannot (i) host, manage, or access the On-Premise/Private Cloud Environment; or (ii) access or process any data in, on, or from the On-Premise/Private Cloud Environment.

- a) The Parties acknowledge and agree that Cloudera shall not process On-premise Data. Customer represents and warrants that it shall not disclose or make available to Cloudera any On-premise Data, including any Personal Data therein.

B. The Parties acknowledge and agree that Cloudera shall not be responsible for and has no obligations or liability whatsoever with respect to the On-Premise/Private Cloud Environment and On-premise Data, including, but not limited to, any access to or loss, destruction or damage, alteration or modification, disclosure, or corruption of said environment and data.

VI. Public Cloud Environments and Relevant Data

A. Workload Environment. Customer acknowledges and agrees that it shall be solely responsible for implementing and maintaining all physical, technical, administrative, and organizational measures to ensure the confidentiality, integrity, availability, and resiliency of the Workload Environment and Workload Environment Data. Customer acknowledges and agrees that it shall be solely responsible for the retention and back up of Workload Environment Data. Customer expressly assumes the risks associated with the foregoing responsibilities.

1. To deliver Cloudera Products and Services, Cloudera does not (i) host and manage the Workload Environment; or (ii) access or process any Workload Data in, on, or from the Workload Environment.

- a) The Parties acknowledge and agree that Cloudera shall not process Workload Environment Data. Customer represents and warrants that it shall not disclose or make available to Cloudera any Workload Environment Data, including any Personal Data therein

2. The Parties acknowledge and agree that Cloudera shall not be responsible for and has no obligations or liability whatsoever with respect to the Workload Environment and Workload Data, including, but not limited to, any unauthorized access to or loss, destruction or damage, alteration or modification, disclosure, or corruption of said environment and data.

B. Control Plane. Customer acknowledges and understands that, to access and use the Control Plane, it must transmit to Cloudera the Control Plane Data

1. To the extent required by Applicable Law, Customer represents and guarantees (i) it shall have all the rights, consents, permissions, and/or authorizations necessary and has provided any necessary notices, in order to process and provide, disclose, or make available to Cloudera the Control Plane Data; (ii) it shall ensure the accuracy, quality, completeness, currentness, and legality of said Control Plane Data; and (iii) it shall be responsible for correcting, deleting, or providing access to said Control Plane Data.

2. By accessing or using the Control Plane, Customer authorizes and permits, or otherwise grants its consent or all necessary rights to, Cloudera to process Control Plane Data in connection with Cloudera Products and Services. Customer shall own all rights, title, and

interest in and to the Control Plane Data. Cloudera shall process the Control Plane Data in accordance with Applicable Law and the Agreement, and for the sole purpose of providing Cloudera Products and Services, or as necessary to comply with Applicable Law.

C. Shared Responsibility Security and Compliance is a [shared responsibility](#) between Cloudera and each public cloud Customer.

VII. Diagnostics and Reporting

Customer acknowledges that Cloudera Products and Services contain a diagnostic and telemetry functionality as their default configuration to report Diagnostic and Telemetry Data, which Cloudera uses to find, diagnose, and fix problems; identify and mitigate threats; anticipate issues; provide guidance on optimization of Cloudera Products and Services; understand the operation or use of Cloudera Products and Services; and otherwise verify or maintain the health, quality, security, integrity, and performance of Cloudera Products and Services. Said function collects Diagnostic and Telemetry Data and then reports said data to Cloudera. Customer may elect to change the diagnostic and telemetry function in Cloudera Products and Services in order to disable regular automatic reporting or to report data only on the submission of a support ticket, provided, however, that Customer agrees that, no less than once per quarter, it will run said function and report the results to Cloudera no later than thirty (30) days prior to the end of the applicable quarter (where, for the avoidance of doubt, such quarter-end dates are January 31, April 30, July 31, and October 31). Customer hereby grants to Cloudera a non-exclusive, unlimited, worldwide, royalty-free right and license to use, copy, store, transmit, modify, create derivative works of, and display Diagnostic and Telemetry Data to provide Cloudera Products and Services and otherwise verify, maintain, and/or ensure the health, quality, safety, security, integrity, and performance of Cloudera Products and Services; to debug to identify and repair errors in regard to Cloudera Products and Services; to improve, upgrade, or enhance Cloudera Products and Services; and to conduct any other lawful business purpose.

VIII. Feature Usage Data

Cloudera is and shall remain the sole owner of Feature Usage Data and the Intellectual Property Rights therein. Cloudera uses said data to analyze, enhance, upgrade, optimize, and improve Cloudera Products and Services and for any legitimate, lawful business purposes.

IX. Support Service Data

Cloudera will use Technical Support Data to provide Support Services. To the extent that Technical Support Data does not identify Customer or its authorized users, Cloudera shall have the right to utilize findings or results from Technical Support Data in order to verify, maintain, and/or ensure the health, quality, safety, security, integrity, and performance of Cloudera Products and Services; to debug to identify and repair errors in regard to Cloudera Products and Services; to improve, upgrade, or enhance Cloudera Products and Services; and to conduct any other lawful business purpose.

X. Feedback Data

Cloudera shall own all rights, title, and interest, including all Intellectual Property Rights, in and to any improvements to Cloudera Products and Services or any new programs, upgrades, modifications, or enhancements developed by Cloudera in connection with Feedback Data. Customer hereby grants Cloudera a worldwide, an unlimited, an irrevocable, a perpetual, a transferable, and a royalty-free right and license to use, sell, or otherwise commercialize or exploit Feedback Data for Cloudera's business purposes without restriction, including to enhance, upgrade, optimize, and improve Cloudera Products and Services and to develop new functionalities and features, without restriction.

XI. Safeguards

Considering the nature, scope, context, and purposes of Cloudera Products and Services, Cloudera shall implement and maintain commercially reasonable and industry standard organizational, physical, and technical safeguards designed to protect and ensure the confidentiality, integrity, and availability of Cloudera Products and Services.

CLUDERA, INC. SUBSCRIPTION PRODUCT METRICS

Last updated April 11, 2025

The term “Licensed Metrics” or “Metrics” means the applicable ordering metric for a subscription for a Cludera Product, as further defined below:

“Activity” means, for the purpose of the Octopai by Cludera Platform, each interaction whereby Octomize AI generates a response to a user’s input.

“Administrative User” means an individual denoted by a Unique Identifier and authorized by Customer to use all functionality within Cludera Data Science Workbench product and Cludera AI solely for the purpose of installing, testing, maintaining, and administering a deployment of the software, and in no instance for the purpose of performing data analysis, data science, data engineering, model development, model deployment, application development or any other tasks that are not necessary for installing, testing, maintaining or administering a deployment of the software.

“Agent” means a running instance of Cludera Edge Management software called MiNiFi agent (available as a C++ version and as a Java version) that is focused on the collection and transmission of data. There can be multiple Agents running on the same Device.

“Business User” means an individual denoted by a Unique Identifier and authorized by Customer to use certain features and/or functions of the Cludera Product indicated in the Order Form. In addition, for purposes of: (1) the Cludera Data Science Workbench product, a Business User means an individual with a Subscription that allows access to the hosted “Analytical Applications” functionality of Cludera Data Science Workbench only, and may also be used for an Administrative User of Cludera Data Science Workbench; and/or (2) the Cludera Data Services on premises product, a Business User means an individual with a Subscription that allows access to the hosted “Cludera Data Visualization” functionality, and may also be used for an Administrative User of Cludera Data Services on premises; and/or (3) the Octopai by Cludera Platform, a Business User means an individual with a Subscription that allows read-only access to the Knowledge Hub Catalog of the Octopai by Cludera Platform.

“Capacity Under Management” means the total Usable Capacity allocated to one or more Storage Volumes used by the Cludera Products, measured in Terabytes. This includes any storage used by Cludera Products even if residing on a third-party storage system. For purposes of this definition, (a) “Usable Capacity” means the total amount of bytes available to be written after a system or device has been formatted for use, excluding storage space set aside for system use, RAID parity, over-provisioning (i.e., headroom for garbage collection) and similar, and (b) “Storage Volume” means a single accessible storage area within a single file system.

“Cludera Compute Unit” or “CCU” means a combination of Cores and RAM. The number of CCU for a “Node” is calculated as the sum of the number of cores divided by six and the amount of memory (in GB) divided by 12.

“Cludera GPU Unit” or “CGU” means the unit of measure applied by Cludera for pricing purposes to Customer’s use of certain Cludera Products on Servers that use specific GPU models. The number of CGUs applied per GPU model is determined by Cludera based on factors including but not limited to the processing power and speed of a GPU model.” A listing of the number of CGUs applied per GPU model is available on the [Cludera GPU Units page](#).

“Cluster” means a federated group of Nodes sharing a common data set and a single filesystem.

“Connector” means each instance of a software connector type (as specified in the Connector list link provided below) for extracting metadata from a database, server, site, folder, project, endpoint,

repository, account, or a similar data source, and includes “out of the box connectors” designed for specific types of data sources and “universal connectors” designed for semi-automatic extraction of metadata from data sources for which an out of the box connector is not available. The list of available Connectors is provided here: <https://www.cloudera.com/legal/commercial-terms-and-conditions/octopai-connectors.html>. Cloudera may update such Connector list from time to time.

“Core” means a single, most basic unit of processing power for a physical Server within a CPU, or for a Virtual Machine within a vCPU. Virtual Machine Cores can also be expressed as “virtual cores (vCores),” or “dynos”. When hyperthreading or virtualization is enabled each hyperthreaded core or “virtual core” is counted as a Core. Core count is determined by the higher number of the virtual, physical, or hyperthreaded Cores in use.

“CPU” means the Central Processing Unit of the computer. Virtual Machine CPUs can be expressed as “vCPUs” or “virtual CPUs.”

“Data Under Management” means the total amount of data (measured in Terabytes), including structured data, semi-structured data, unstructured data, and metadata, which Cloudera Products are configured, programmed or otherwise setup to access, even if such data originates from or resides on a system or product not provided by Cloudera.

“GPU” means a graphics processing unit, which may facilitate processing-intensive operations such as deep learning, analytics and engineering applications.

“Node” means a physical Server or a Virtual Machine that runs Cloudera Products.

“Octopai Environment” means each instance of a test, production or development environment made available via a unique URL to the Octopai by Cloudera Platform.

“RAM” means random access memory.

“Server” or “Device” means a single piece of hardware that runs the Cloudera Products. Note: A hardware partition or blade is considered a separate hardware system.

“Terabyte” or “TB” means a decimal terabyte, which equals 1,000 gigabytes (GB).

“Unique Identifier” means a unique user ID (which may be provided by email or via Single Sign-On) and password denoted for Customer’s access to and use of the Cloudera Product during the Subscription Period. “Unique Identifier Block” means the block of Unique Identifiers indicated in the Order Form. Where the Cloudera Product is licensed according to the Unique Identifier Block Metric, a Unique Identifier: (i) cannot be shared or used by multiple individuals concurrently; and (ii) may be transferred from one individual to another if the original individual no longer requires or is no longer permitted access to or use of the applicable Cloudera Product.

“User” means an individual denoted by a Unique Identifier and authorized by Customer to use specific functionality within the applicable Cloudera Product.

“Virtual Machine” means a software container that can run its own operating system and execute applications like a single physical machine.

Cloudera Description of Training Services

The current course catalog can be found at the following URL:

<http://cloudera.com/services-and-support/training/courses.html>

Cloudera Custom Training

Training courses tailored to Customer's requirements are available at Cloudera's then-current daily rate based on the number of students, subject to an agenda as mutually agreed upon by Customer and Cloudera.

Cloudera Training Credits

Cloudera Training Credits ("Training Credits") are pre-paid training funds that can be redeemed for public, private and OnDemand training from Cloudera or public training through a Cloudera-authorized training delivery partner. Training Credits may be pre-purchased in a minimum quantity of \$20,000 USD (or equivalent), are provided for a period of 12 months from date of purchase, and expire 12 months from the date of purchase ("Training Credits Term"). The Training Credits must be redeemed prior to expiration. All unused credits will be forfeited (i.e., all private or public classes must be completed before the expiration date of the Training Credits Term to be eligible for Training Credit redemption). Access to OnDemand training purchased using Training Credits will terminate at the end of the Training Credits Term.

Training Credits may be redeemed for Cloudera certification products. The exam voucher will expire at the end of the Training Credits Term. Exams must be completed during the Training Credits Term; no extensions will be granted.

Training Course Policies

Minimum duration for on-site courses is three days. All one or two day courses must be ordered in combination with other training.

Training Materials, including course slides and the Exercise Manual, are for the personal use of the student attending the course only. The Training Materials may not be copied, shared or redistributed in any form or manner. Please contact training-admin@cloudera.com for more information.

Attendee lists must be provided in advance. Course participation is limited to the maximum number as indicated by the training product purchased. In the event Training Credits are redeemed for on-site training, the credits will be allocated based on the student count confirmed at the time of class booking.

Mutually agreed upon additional students will incur an additional \$500 per attendee per day fee. More than 20 students are not allowed in any course without prior consent from Cloudera. Any changes to the number of participants must be requested in writing no later than two weeks prior to the start of class.

Remote attendees, if any, count toward maximum participant limitation. Courses are hands-on and interactive; remote attendees are not recommended unless they are attending a scheduled virtual session. Cloudera must pre-approve any remote attendees for on-site training, and Customer will be responsible for supplying and managing the web-conferencing technology.

Attendance is limited to Customer employees and full-time contractors. Attendees who are not Customer employees or full-time contractors will incur an additional \$5,000 USD participation fee.

For sessions cancelled 30 days or more in advance, the cancellation fee is 10%.

For sessions cancelled or rescheduled 15 days or more in advance, but fewer than 30 days in advance, the cancellation/reschedule fee is 50%.

For sessions cancelled or rescheduled fewer than 15 days in advance, the cancellation/reschedule fee is 100%.

Customer must notify the Cloudera Education team at schedule-training@cloudera.com to cancel or reschedule sessions.

Training Credit Policies

Training credits may only be redeemed in the currency in which they were purchased.

Customer must designate a primary contact ("Account Owner") authorized to use the credits.

Credits will apply towards the list price of the course effective at the time of redemption.

Prices and course types are subject to change.

Scheduling is subject to availability. Cloudera does not guarantee seats to any particular public course or availability of an instructor for delivery of private courses on any particular date.

OnDemand Training Policies

Training Services provided via OnDemand video may be provided directly by Cloudera to Customer, or may be hosted by a third-party services provider. OnDemand training is licensed to unique individuals. One license equates to one user, as counted by unique email addresses. It is prohibited for OnDemand access credentials to be shared by multiple individuals. The term of OnDemand licenses is as follows: (i) licenses for individual courses will be valid for a period of six months from the purchase date, and (ii) licenses to the OnDemand Library (which is a collection of Cloudera courses) are valid for a period of 12 months from the purchase date. Access to the applicable video content and remote lab environment (if any) will be terminated upon the earlier of (i) the expiration date of the applicable license, or (ii) if purchased via Training Credits, the expiration of the Training Credits Term. Fees paid for such OnDemand training are non-transferable, non-cancelable and non-refundable.

Public Training Seats Purchased by Purchase Order

Public training seats bought by purchase order require a signed Order Form and will expire if not used within 12 months of the purchase date. Additional public training terms and conditions can be found at the following URL: https://university.cloudera.com/legal/order_terms_and_conditions.

Training Facility Rentals

In the event Customer cannot provide a room and/or computers which meet the requirements listed in the following section (Cloudera Training Technical Classroom Requirements), Customer must rent a training facility with workstations to host the class. Cloudera recommends that Customer utilize Cloudera to assist with sourcing a qualified training facility as Cloudera has established relationships with vendors who are familiar with our course requirements. The estimated daily rental rates will be as follows:

- US Locations: \$1150 USD per day; no lunch included
- UK Locations: £1150 GBP per day; no lunch included

Note: Lunches can be added for \$18 USD per student per day in the US and £18 GBP per student per

day in the UK.

For all other locations, please contact schedule-training@cloudera.com for rates and availability. Please note that room availability is **NOT** guaranteed, and all costs associated with room rentals are the responsibility of Customer. Some locations may not be offered directly through Cloudera but can be sourced as a “partner venue.” Such rates may exceed the above amounts and such fees will be the responsibility of Customer. Facility rental costs may be deducted from a Training Credit balance if sufficient funds exist. Cloudera Connect Partner discounts or other coupon codes will not be accepted for facility fees. Facility cancellation fees will be Customer’s responsibility if cancelled within **15 days** of the class start date for US classes and **22 days** for non-US locations.

Cloudera Training Technical Classroom Requirements

Computer setup requirements for Cloudera standard courses can be found at the following URL:

<https://www.cloudera.com/services-and-support/training/cloudera-training-technical-training-requirements.html>

Custom Courses

Custom courses are built from existing Cloudera courses. For system requirements, the largest values from the courses included in the materials comprising the custom course will apply. Customer may contact Cloudera via e-mail at training-admin@cloudera.com for assistance related to custom courses.

Cloudera Support Services Policy

Last updated March 04, 2025

Note: As of February 11, 2025, Cloudera has updated the names of various of its products as referenced in this Support Services Policy and associated documents. To view the mapping of the new product names to the prior names, see the document [here](#).

This Cloudera Support Services Policy describes the support and maintenance services Cloudera will provide to Customers related to applicable Cloudera products for which the Customer is entitled to receive Support Services. Cloudera will use commercially reasonable efforts to provide the support and maintenance services as set forth on this page, as may be updated by Cloudera from time to time. Cloudera will perform the Support Services in a professional manner using qualified and experienced personnel.

1. **Scope:** This policy applies to the Support Services provided by Cloudera for Cloudera Products. Support Services for all other Cloudera products that have reached End of Support (as defined in the Support Lifecycle Policy) are provided according to the policy set forth [here](#). In addition, the [Support Lifecycle policy](#) applies to all Cloudera Products.

Further, the SLAs as set forth [here](#) apply to Customer's use of Cloudera on cloud products; and the SLAs set forth [here](#) apply to Customer's use of Octopai by Cloudera Platform.

2. Definitions.

"Business Day" means Monday through Friday (Customer Local Time), excluding holidays observed by Cloudera.

"Business Hours" means the 8-hour time period during Business Days, selected by Customer upon registration in the Cloudera Support Portal.

"Business Support" and **"Business Select Support"** mean, in addition to providing Support Services during Business Hours, Cloudera Support will deliver Support Services for 24 hours per day, 7 days per week, for all S1 support cases, as set forth in the below matrix.

"Cloudera Products" means the products whose associated Support Services are described in this policy.

"Customer" means the Cloudera customer that has purchased a subscription related to a Cloudera product that entitles the customer to receive Support Services as described in this policy.

"Documentation" means Cloudera's published online user guides, documentation, and help materials relating to the Cloudera Products.

"Error" means a reproducible failure of, or bug, defect, or error in, the Cloudera Product that prevents the Cloudera Product from functioning in accordance with its applicable Documentation.

"Knowledge Base" means that portion of the Cloudera support portal that provides Customers with exclusive access to solutions on the most common Customer issues, troubleshooting and diagnostics, and best practices. The Knowledge Base content is reviewed and updated regularly by Cloudera's global support organization.

"Maintenance Release" means releases that contain a number of critical and well-tested bug fixes aimed at improving product quality and stability and generally do not deliver any new functionality.

"Separately Licensed Code" means software developed by third parties that may accompany the Cloudera Products but is separately licensed directly by such third parties to the Customer (such as third-party operating systems).

"Standard Support" means Cloudera Support will deliver Support Services during Business Hours.

“*Support Contact*” means designated Customer personnel with (a) Cloudera support portal accounts, and (b) Cloudera certifications in both the required Cloudera’s Administration courses and Development courses.

“*Support Services*” or “*Support*” means the support and maintenance services as set forth on this page to be provided by Cloudera for applicable Cloudera Products.

“*Supported Cluster*” means a federated group of Nodes sharing the same file system and Customer data set and running Cloudera Products (excluding Cloudera Online Services) subject to the Customer Agreement.

3. Support Engagement.

Support Contact(s) may engage Cloudera technical support by opening a case via the Cloudera support portal or by telephone. Cases will be handled according to the Customer’s subscription level (i.e., Standard or Business/Business Select) as indicated in the matrix below.

When reporting a problem or issue, the Support Contact should provide the following information within the support case:

- (a) A description of the problem or Error and when it was observed;
- (b) The step-by-step process to reproduce the problem or Error;
- (c) Error messages and/or signatures associated with the problem or Error;
- (d) A current diagnostic data bundle generated from Cloudera Manager when opening the case (if applicable);
- (e) Any additional data available or required as determined by Cloudera including, but not limited to, stack traces, configuration settings and related information, to diagnose or resolve the problem or Error; and
- (f) Information necessary to classify the severity level of the issue or reported Error.

4. Support Coverage.

The Support Services are intended to assist with break/fix issues in Cloudera Products. Break/fix support is defined as assistance in resolving issues specific to Cloudera Product defects, improper configuration, unexpected behavior, or issues with the available documentation or instructions for using the Cloudera Product. Cloudera Support Services include access to the Cloudera support portal and Knowledge Base.

Support Contacts may open cases and expect responses to break/fix issues or questions pertaining to:

- (a) Operational support for a Supported Cluster including: (i) identifying, diagnosing and fixing errors in Cloudera Products and (ii) recovering Cloudera Products from failures and troubleshooting of issues.
- (b) Problem diagnosis and resolution including: (i) problem isolation and diagnosis of errors in the Cloudera Products and (ii) patches and workarounds to fix bugs in the Cloudera Products, including developing Maintenance Releases, or through an upcoming general release based on the issue severity and importance.
- (c) Assistance with specific Cloudera Product errors that arise during Installation, deployment and upgrading of Cloudera Products.

5. Problem or Error Resolution; Escalation.

Once the problem or **Error** is resolved, Cloudera will contact Customer to confirm problem or **Error** resolution. Cloudera will provide Customer with the following information during the final communication prior to closing the case: (a) root cause; (b) resolution; and (c) recommendation for preventative action (if applicable).

If, at any time, Customer believes that it is not receiving the expected level of support purchased, Customer may ask to have its case escalated to Cloudera support management. Any Customer-requested escalation receives Cloudera support management attention. Cloudera is committed to working with Customers to help ensure that Customers receive high-quality support.

6. Exclusions.

The Support Services do not include: (a) the installation or removal of the Cloudera Products; (b) initial or additional use case design; (c) architecting custom solutions or performance tuning; (d) architectural design reviews; (e) visits to Customer's site; (f) training; (g) information or assistance on technical issues related to the debugging, installation, administration, or use of a Customer's computer systems and enabling technologies including, but not limited to, databases, computer networks, communications, hardware, hard disks, networks, and printers; or (h) Cloudera Products delivered in a containerized form, as the containers may include dependent components provided as Separately Licensed Code (the "Dependent Components"). Support Services apply to certain applications when used in conjunction with the Dependent Components. Support Services do not, however, apply directly to the Dependent Components themselves. Cloudera has no obligation to correct any problems with the Cloudera Products or any issues resulting from: (v) Customer's negligence or misuse of the Cloudera Products; (w) use of the Cloudera Products not in accordance with the Customer Agreement or the user documentation applicable thereto; (x) defects or errors in any program or program version not specified by Cloudera as Cloudera Products; (y) defects or errors in any hardware; or (z) any acts or omissions of Customer and/or any third party.

7. Severity Levels.

Upon receipt of a properly submitted support case, Cloudera shall prioritize such support case in accordance with the severity levels defined below and make commercially reasonable efforts to meet the Initial Response Target for the applicable severity level. Severity levels may be re-evaluated and adjusted through the life of a support case based on various factors, including, for example, availability of a workaround. The table below also provides the Cloudera and Customer responsibilities associated with the various severity levels. Cloudera and Customer responsibilities vary depending on whether the Customer has a subscription entitling the Customer to Standard Support Services or Business/Business Select Support Services.

CASE SEVERITY DEFINITIONS			
CASE SEVERITY	CLOUDERA RESPONSIBILITIES	CUSTOMER RESPONSIBILITIES	DEFINITION
S1	FOR STANDARD SUBSCRIPTION: Resources dedicated during Business Hours until a resolution or workaround is in place as soon as is commercially reasonable. FOR BUSINESS/BUSINESS	FOR STANDARD SUBSCRIPTION: Designated resources that are available during Business Hours. Ability to provide necessary diagnostic information. FOR BUSINESS/BUSINESS	A major error within a Cloudera software product that severely impacts the customer's use of this product for production purposes, such as

	SELECT SUBSCRIPTION: Resources dedicated 24x7 until a resolution or workaround is in place as soon as is commercially reasonable.	SELECT SUBSCRIPTION: Designated resources available 24x7 until a resolution or workaround is in place as soon as is commercially reasonable. Ability to provide necessary diagnostic information.	the loss of production data or where production systems are down or not functioning, and no work around exists.
S2	FOR STANDARD SUBSCRIPTION: Resources available during Business Hours until a resolution or workaround is in place as soon as is commercially reasonable. FOR BUSINESS/BUSINESS SELECT SUBSCRIPTION: Resources dedicated during Business Hours until a resolution or workaround is in place as soon as is commercially reasonable.	FOR STANDARD SUBSCRIPTION: Resources available during Business Hours until a resolution or workaround is in place as soon as is commercially reasonable. Ability to provide necessary diagnostic information. FOR BUSINESS/BUSINESS SELECT SUBSCRIPTION: Resources available Business Hours until a resolution or workaround is in place as soon as is commercially reasonable. Ability to provide necessary diagnostic information.	An error within a Cloudera software product where the customer's system is functioning but in a degraded or limited capacity. This includes a problem that is causing significant impact to portions of the customer's business operations and productivity, or where the Cloudera software product is exposed to potential loss or interruption of service.
S3	Resources available during Business Hours until a resolution or workaround is in place as soon as is commercially reasonable.	Resources available during Business Hours until a resolution or workaround is in place as soon as is commercially reasonable. Ability to provide necessary diagnostic information.	A medium-to-low impact error that involves partial and/or non-critical loss of functionality for production and/or development purposes, such as

			a problem that impairs some operations but allows the customer's operations to continue to function.
S4	Solid understanding of the Customer request documented in Cloudera systems for review by Cloudera Product Marketing.	Use cases for the feature request and specifics on requested functionality.	An S4 case is a low priority request for information or feature request where there is no impact to customer's business operations.
SUPPORT SERVICE LEVEL OBJECTIVES (SLO)			
STANDARD SUPPORT			
CASE SEVERITY	INITIAL RESPONSE TARGET, STANDARD SUBSCRIPTION	UPDATE FREQUENCY TARGET, STANDARD SUBSCRIPTION	
S1	Within 1 Business Hour	N/A	
S2	Within 4 Business Hours	N/A	
S3	Within 1 Business Day	N/A	

S4	Within 3 Business Days	N/A
BUSINESS SUPPORT		
CASE SEVERITY	INITIAL RESPONSE TARGET, BUSINESS SUBSCRIPTION	UPDATE FREQUENCY TARGET, BUSINESS SUBSCRIPTION
S1	Within 1 hour	Updated every 4 hours
S2	Within 2 Business Hours	Updated every Business Day
S3	Within 4 Business Hours	Updated every 3 Business Days
S4	Within 3 Business Days	N/A
BUSINESS SELECT SUPPORT		
CASE SEVERITY	INITIAL RESPONSE TARGET, BUSINESS SELECT SUBSCRIPTION	UPDATE FREQUENCY TARGET, BUSINESS SELECT SUBSCRIPTION
S1	Within 30 minutes	Updated every 2 hours
S2	Within 2 Business Hours	Updated every Business Day
S3	Within 4 Business Hours	Updated every 3 Business Days

S4	Within 1 Business Day	Updated every 3 Business Days
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Dependent and Optional Components. Cloudera Products may be provided with dependent and optional components as described in applicable documentation. These components are not part of the Cloudera Products and may be included for dependency purposes or for Customer convenience only. These components are licensed to Customers under the terms of the applicable license agreements as described in applicable documentation or at [Third Party Licenses](#). A Customer's use of these components is subject to such Customer's compliance with the applicable license terms.

Unsupported Code/Technology Previews. Some capabilities within the Cloudera Products may be described as "Technology Preview" components within applicable documentation. Technology Preview components are not supported as part of the Support Services, and, therefore, Cloudera does not recommend the use of Technology Preview components in Customer's production environments. Customers are encouraged to provide feedback regarding, and enhancement requests for, these Technology Preview components. Neither Cloudera nor its third-party suppliers or licensors are under any obligation to deliver or migrate Technology Preview components into the Cloudera Products and may choose to abandon Technology Preview components at any time.

Third-Party Products. Cloudera will use commercially reasonable efforts to identify issues related to integration with third-party products and technologies. Examples include the following: (a) Review of systems errors and impact related to use of the Cloudera Products including disk, memory and processor utilization observed when issues are being evaluated; (b) Assessment and advisement on network and protocol connectivity issues associated with the connectivity with Cloudera Products; and (c) Review of security configuration as it relates to the integration of third-party products with Cloudera Products. If the issue is the result of the use of the third-party product and does not arise from a Cloudera Product, the Support Contact will be required to work with the applicable third-party vendor to resolve this issue.

Additional Requirements. While Customer has an active subscription for Cloudera Products covering Customer's computer systems (e.g., Nodes, Cores, etc.) that allows Customer to receive technical support and software maintenance related to a Cloudera Product, Customer agrees that all of its computer systems on which Customer has deployed Cloudera Products will be covered by an active subscription. Each cluster must be entitled to the same platform product and the same support level. Individual add-on products may be entitled at a Node level within the cluster. Notwithstanding any other provision as agreed between the parties, in the event that Customer elects not to renew a subscription for any Cloudera Products or does not execute the renewal before the end of the existing renewal term, should Customer purchase a new subscription for the same Cloudera Products at some future time or execute the renewal past the existing term date, subscription fees plus a twenty percent (20%) reinstatement fee will be charged for the period beginning as of the end of the Subscription Period of the original subscriptions which Customer previously elected not to renew or is late on the renewal.