

Master Cloud Services Agreement

1. **Definitions.** Defined terms in these Supplier Terms are set out below. Capitalised terms not defined below have the meaning given to them in Joint Schedule 1 (Definitions).
- 1.1. “**Agreement**” means the applicable Call-Off Contract (as defined in Joint Schedule 1 (Definitions)).
 - 1.2. “**Authorized User**” means employees or agents of Customer (or other individuals or customers of the Customer solely to the extent explicitly permitted in an Order Form) selected by Customer to access and use the Databricks Services.
 - 1.3. “**Cloud Environment**” means a cloud or other compute or storage infrastructure controlled by a party or by an external user (as may be defined where appropriate by schedule or amendment hereto) according to context and used under the Agreement.
 - 1.4. “**Course**” means an instance of either Instructor-Led Training Services or Self-Paced Training Services.
 - 1.5. “**Course Materials**” means the training materials and other information and content provided by Databricks in conducting the Training Services.
 - 1.6. “**Customer**”, “**you**” and “**your**” means ‘Buyer’ (as defined in Joint Schedule 1 (Definitions)).
 - 1.7. “**Customer Content**” means all data processed by Databricks on your behalf in the course of providing the Platform Services or Support Services.
 - 1.8. “**Customer Materials**” means the information and/or materials Customer or its Affiliates provides to Databricks for Databricks to perform the Advisory Services.
 - 1.9. “**Databricks**” means ‘Supplier’ (as defined in Joint Schedule 1 (Definitions)).
 - 1.10. “**Databricks Materials**” means any software programs, tools, know-how, expertise, utilities, processes, inventions, devices, methodologies, specifications, documentation, techniques, training materials, and any other materials of any kind used, created, developed or delivered by Databricks or its personnel in connection with the Databricks Services.
 - 1.11. “**Databricks Powered Services**” means any third-party software or service powered by Databricks, and listed at <https://www.databricks.com/cloud-provider-directory>.
 - 1.12. “**Databricks Services**” means (a) the Databricks data processing platform services (the “**Platform Services**”), (b) support services (“**Support Services**”), (c) training services (“**Training Services**”), and (d) advisory services (“**Advisory Services**”) and any other services provided by Databricks.
 - 1.13. “**Documentation**” means the documentation related to the Platform Services located at databricks.com/documentation.
 - 1.14. “**DPA**” unless you have separately executed this document means the Data Processing Addendum located at databricks.com/legal/dpa.
 - 1.15. “**Order**” means ‘Order Form’ (as defined in Joint Schedule 1 (Definitions)).
 - 1.16. “**Service Specific Terms**” means the additional service specific terms applicable to certain Databricks Services, as published at <https://www.databricks.com/legal/service-specific-terms> (or any successor location).
 - 1.17. “**Security Addendum**” means the Platform Services Security Addendum located at databricks.com/security-addendum.
 - 1.18. “**Support Policy**” means the available Support Services plans, offerings, and related processes and terms located at databricks.com/support.
 - 1.19. “**Third Party Model**” means a third party model listed at: (i) (where the Customer’s Cloud Provider is AWS) <https://docs.databricks.com/aws/en/machine-learning/model-serving/acceptable-use-models>; or (ii) (where the Customer’s Cloud Provider is GCP) <https://docs.databricks.com/gcp/en/machine-learning/model-serving/acceptable-use-models>.
 - 1.20. “**Third Party Model Developer**” means the provider of a Third Party Model.
 - 1.21. “**Third Party Model Terms**” means (i) (where the Customer’s Cloud Provider is AWS) the terms listed at

<https://docs.databricks.com/aws/en/machine-learning/model-serving/acceptable-use-models>; or (ii) (where the Customer's Cloud Provider is GCP) the terms listed at <https://docs.databricks.com/gcp/en/machine-learning/model-serving/acceptable-use-models>.

2. Supplier License Terms Applicable to the Platform Services

- 2.1. **Access to Platform Services.** Databricks will make the Platform Services available to Customer and its Authorized Users in accordance with the terms and conditions of this Agreement, the Documentation, and an applicable Order solely for Customer's or their Affiliate's internal business purposes.
- 2.2. In the context of the Databricks Services, the Supplier Existing IPR (as defined in Joint Schedule 1 (Definitions)) comprises the Databricks Services themselves, Documentation, Deliverables, Databricks Materials, Course Materials and any and all related and underlying technology and documentation (including but not limited to products, software tools, algorithms, know-how, processes, methodologies, databases, and architecture) created by or for, or licensed to Databricks; and (ii) any updates, upgrades, improvements, modifications, or derivative works of any of the foregoing, including all Intellectual Property Rights in any of the foregoing.
- 2.3. **Third Party Model License Terms.** The license terms set out in the Third Party Model Terms apply to Customer use of the applicable Third Party Models. The Third Party Model Developers may update the Third Party Model Terms from time to time and continued usage of the applicable Third Party Model shall constitute Customer's acceptance of such updates. If the Customer does not consent to any updates to the Third Party Model Terms, it may choose not to continue to use the applicable Third Party Model in the Databricks Platform.

3. Supplier Specific Shared Responsibility Model

3.1. Databricks Responsibilities.

- (a) **Services.** Databricks is responsible for (a) the operation of the Databricks Cloud Environment; and (b) the Databricks software used to operate the Platform Services.
- (b) **Security Measures.** Databricks shall implement reasonable administrative, physical, and technical safeguards to protect the security of the Platform Services and the Customer Content as set forth in the Security Addendum ("Security Measures"); and shall, without limiting the foregoing, maintain certification to ISO/IEC 27001:2013 or equivalent/greater standards during the term of this Agreement. While Databricks may update the Security Measures, it shall not materially diminish the effectiveness of the Security Measures.

3.2. Customer Responsibilities.

- (a) **General Responsibilities.** You acknowledge and agree that you are responsible for:
 - (i) ensuring that each Authorized User has their own credentials, protecting those credentials, and not permitting any sharing of credentials;
 - (ii) your Authorized User's compliance with this Agreement;
 - (iii) securing any Customer Cloud Environment, and any Customer System;
 - (iv) backing up Customer Content;
 - (v) configuring the Platform Services in an appropriate way taking into account the sensitivity of the Customer Content that you choose to process using the Platform Services, including data that you share with or receive from third parties;
 - (vi) using commercially reasonable efforts to ensure that your Authorized Users review the portions of Documentation relevant to your use of the Platform Services and any security information published by Databricks and referenced therein that is designed to assist you in securing Customer Content;
 - (vii) risks associated with all use of the Platform Services by an Authorized User under an Authorized User's account (including for the payment of Fees related to such use), whether such action was taken by an Authorized User or by another party, and whether or not such action was authorized by an Authorized User, provided that such action was not (1) taken by Databricks or by a party acting

under the direction of Databricks, or (2) an action by a third party that Databricks should reasonably have prevented.

(b) Platform Services Use Limits. You will not, and will not permit your Authorized Users to:

- (i)** violate the Supplier AUP or use the Platform Services other than in accordance with the Documentation;
- (ii)** copy, modify, disassemble, decompile, reverse engineer, or attempt to view or discover the source code of the Platform Services, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by the Agreement or by law;
- (iii)** sell, resell, license, sublicense, distribute, rent, lease, or otherwise provide access to the Platform Services to any third party except to the extent explicitly authorized in writing by Databricks;
- (iv)** use the Platform Services to develop or offer a service made available to any third party that could reasonably be seen to serve as a substitute for such third party's possible purchase of any Databricks Services;
- (v)** transfer or assign any of your rights hereunder except as permitted under the applicable Call-Off Contract.

3.3. Customer Responsibilities for Advisory Services. You:

- (i)** acknowledge that Databricks does not provide data backup services, and you are responsible for maintaining any backup copies of all Customer Materials and;
- (ii)** will limit Databricks' access to data, and only give us access to data reasonably necessary to permit us to perform the Advisory Services; and
- (iii)** acknowledge that successful delivery of the Advisory Services depends on your full and timely cooperation, and agree to make appropriate personnel and/or information reasonably available and in a timely manner to allow Databricks to perform such Advisory Services.

3.4. Shared Responsibilities. Customer acknowledges that the Platform Services may be implemented in a manner that divides the Platform Services between the Customer Cloud Environment and the Databricks Cloud Environment, and that, in such instances, each party must undertake certain technical and organizational measures in order to protect the Platform Services and the Customer Content.

3.5. Customer Content.

- (a) Limits on What Customer Content May Contain.** You agree that you will not include in Customer Content any data for which you do not have all rights, power and authority necessary for its collection, use and processing as contemplated by the Agreement.
- (b) Protection of Customer Materials.** To protect the security and confidentiality of Customer Materials under Databricks' control, Databricks will maintain appropriate administrative, physical, and technical safeguards according to ISO/IEC 27001:2013. Unless otherwise specified in an Order, Advisory Services are provided under the expectation that Customer is not engaging Databricks for the purpose of having Databricks act as a data processor for Customer. Nevertheless, when the Customer Materials include Personal Data, as defined in the DPA, the terms of the DPA are hereby incorporated by reference and will apply to the extent Databricks is deemed to act as Customer's data processor during the performance of Advisory Services. For clarity - Databricks does not act as a data processor with respect to any data processed by or within a Databricks Powered Service.

4. Supplier Data Processing Agreement

The Data Processing Agreement available at: <https://www.databricks.com/legal/databricks-data-processing-addendum>

5. Supplier AUP

5.1. The "Supplier AUP" comprises:

- (a)** The Databricks Acceptable Use Policy governing the Databricks Services located at <https://www.databricks.com/legal/acceptable-use-policy>.

- (b) The usage terms set out in the Third Party Model Terms apply to Customer use of the applicable Third Party Models. The Third Party Model Developers may update the Third Party Model Terms from time to time and usage of the applicable Third Party Model shall constitute Customer's acceptance of such updates. If the Customer does not consent to any updates to the Third Party Model Terms, it may choose not to use the applicable Third Party Model in the Databricks Platform.
- (c) The restrictions on use set out below, under which you will not:
 - i. copy, modify, disassemble, decompile, reverse engineer, or attempt to view or discover the source code of any Deliverables provided to you in object code, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by the Agreement or by law;
 - ii. use the Databricks Services to develop or offer a service made available to any third party that could reasonably be seen to serve as a substitute for such third party's possible purchase of any Databricks Services; or
 - iii. transfer or assign any of your rights hereunder.

5.2. Where the Customer Content or the Customer's use of the Services results in the commission of a criminal offence under law or presents a genuine risk to the security of Databricks' technology infrastructure, Databricks shall have the right to suspend or terminate the affected Services. Customer shall have a reasonable opportunity (in any event not less than 5 (five) days of being notified in writing to do so) to remedy the material breach and avoid suspension provided that Databricks may suspend with immediate effect the Customer's access and use of all or the affected part of the Services where for reasons of maintaining security of the Databricks' technology infrastructure it is necessary to suspend immediately, without prior written notice where Databricks reasonably believes:

- (a) it is required to suspend immediately the Buyer's access and use of all or the affected part of the Services to comply with law; or
- (b) the Customer and/or any Authorized User's access and use of all or the affected part of the Services is likely to have an imminent and material adverse impact on Databricks' other customers use of the same cloud services and/or Databricks technology infrastructure used to provide such cloud services; or
- (c) an unauthorised third party is accessing and/or using the Services.

Supplier SLA

This Databricks Service Level Agreement ("SLA") governs the availability of the Platform Services provided on AWS and/or GCP. This SLA is subject to the terms of the agreement between Databricks ("Databricks" or "we", "us", "our") and Customer ("you" or "your") governing the Order to which this SLA is appended ("Agreement"). Capitalized terms used but not otherwise defined in this SLA have the meaning assigned to them in the Agreement.

SLA Databricks will use commercially reasonable efforts to make each of the Platform Services available to you with a Monthly Uptime Percentage (defined below) of at least **99.9%** ("SLA").

SCOPE **Included.** Non-compliance with this SLA is assessed by measuring Unexcused Downtime across the Maximum Available Minutes of all Workspaces of Customer's entire Platform Services account (subject to the Exclusions below).

Exclusions. This SLA does not apply to

- Databricks Powered Services (such as Azure Databricks)
- Excused Downtime, as defined below

REMEDY If this SLA is not met for any two (2) Service Months (each, an "SLA Miss") within a period of six (6) consecutive Service Months ("6-Month Period")(together, the "Qualifying Event"), then following the second

SLA Miss during a 6-Month Period you are eligible to receive a service payment credit (“**Service Credit**”) that will be applied to your next scheduled Platform Services payment, as calculated and described below.

CLAIMS In order for Databricks to consider a claim for SLA remedy above (“**Claim**”), you must inform Databricks of each SLA Miss supporting the Claim to Databricks either by submitting a support ticket (if you subscribe to our platform Support Services), or through your Account Executive (if you do not subscribe to platform Support Services). For each claimed SLA Miss, your Claim must include required **SLA Verification Information**, meaning collectively all information reasonably necessary for Databricks to verify the Claim, including but not limited to:

- a detailed description of each Incident;
- information regarding the time and duration of each Incident;
- the number and location(s) of affected users (if applicable); and
- descriptions of your attempts to resolve the Incident at the time of each occurrence.

To support the Claim, you must submit the SLA Verification Information on each SLA Miss event underlying the Claim, before the end of the calendar month following each Service Month during which an SLA Miss event occurred. Databricks will evaluate the SLA Verification Information and any other information we have, and will make a good faith determination of whether the SLA has been missed for any given Service Month(s) specified in the Claim. Databricks will send you a notice with our determination as soon as commercially reasonable after receipt of SLA Verification Information.

SERVICE CREDITS.

Calculation. The Service Credit is calculated by multiplying the applicable percentage below by the Platform Services fees paid or payable to Databricks on the Workspaces which experienced the SLA Miss, for the Service Month(s) during which the SLA Miss occurred during the 6-Month Period.

Monthly Uptime Percentage	Percentage *
Below 99.9% but equal to or above 99.0%	10%
Below 99.0%	25%

***Example:** SLA Misses occur during 2 Service Months in a 6-Month Period (e.g., a Qualifying Event). During both impacted Service Months, the Monthly Uptime Percentage across all of Customer’s Workspaces is below 99%. In this case, assume the total aggregate Platform Services fees paid or payable to Databricks across the 3 Workspaces that experienced an SLA Miss during the 2 impacted months is \$20,000. In this example, the Service Credit due is \$5,000 (25% x \$20,000).*

Receiving Service Credits. We will use commercially reasonable efforts to provide any Service Credit due within forty-five (45) days of our verifying your Claim. To receive a Service Credit, you must be currently in compliance with the Agreement, including without limitation all payment terms. If a Service Credit is due, we will apply the Service Credit to your next Platform Services payment. If you have prepaid in full for the full Term, the Service Credit will be applied to the next renewal. If you elect not to renew and no further payments are owed by you to us, the Service Credit will be refunded to you at the end of the Term.

Service Credits are your sole and exclusive remedy for any availability issues relating to the Platform Services. You may not unilaterally offset any fees owed to us by any amounts you feel are owed to you as Service Credits because of availability issues. Service Credits only apply to AWS and/or GCP Platform Services, and do not apply to payments for other Databricks services, or Azure Databricks fees.

DEFINITIONS

- **“Databricks Gateway”** means the infrastructure connecting Customer with the Platform Services.
- **“Excused Causes”** are causes of unavailability or performance issues to which this SLA does not apply. Excluded Causes include any unavailability due to:
 - o Your use of the Platform Services in a manner not reasonably consistent with the features, functionality, configuration or intended purpose of the Platform Services (for example, changing the permissions that enable the Platform Services to function as a managed service);
 - o Your use of the Platform Services in conjunction with third party systems, networks, services, hardware, or software not provided by us (e.g., issues resulting from inadequate bandwidth or related to third-party software or services).
 - o Your faulty inputs or instructions to the Platform Services (e.g., attempting to access a file that does not exist);
 - o Issues arising from or during the use of the Platform Services or Platform Service functionality that is in a preview, trial, or deprecated (e.g., end-of-support or end-of-life) state;
 - o Your continued use of the Platform Services in a manner inconsistent with a modification of your use reasonably requested by Databricks;
 - o Natural disasters, terrorist acts, network or utility failures, or other factors not reasonably within our control;
 - o Your attempts to perform operations that exceed published rate limits (<https://docs.databricks.com/resources/limits.html>);
 - o Your permitting or causing unauthorized use of the Platform Services, or your failure to follow appropriate security practices; or
 - o Your failure to adhere to our reasonably disclosed guidelines or policies relating to the Platform Services.
- **“Excused Downtime”** means pre-announced periods when the Platform Services are not available due to scheduled maintenance and upgrades. Databricks provides notice to subscribed customers of such periods to via the Platform Services or Support Services at least 48 hours in advance (such notification requires Customer to subscribe to receive notice/alerts, via status.databricks.com), except in cases where unplanned maintenance is necessary to preserve the integrity of the platform and prevent Platform Service outages. Excused Downtime also includes unavailability due to Excused Causes, as defined above.
- **“Incident”** means (i) any single event, or (ii) any set of events, that result in Unexcused Downtime.
- **“Maximum Available Minutes”** means the total number of minutes across all Databricks Workspaces deployed by you (including by all of your authorized users) on AWS and/or GCP during the Service Month.
- **“Monthly Uptime Percentage”** for a particular Service Month is calculated across all your Workspaces as follows:

$$\frac{(\text{Maximum Available Minutes} - \text{Unexcused Downtime})}{\text{Maximum Available Minutes}} \times 100$$

- **“Service Month”** means each full calendar month. The SLA is only applicable to full Service Months.
- **“Unexcused Downtime”** means the total accumulated minutes across all Databricks Workspaces deployed by you on AWS and/or GCP under your applicable Order, during which the Platform Services are unavailable, excluding Excused Downtime. (A minute is considered “unavailable” for a given Databricks Workspace if all continual attempts within the minute to establish connectivity between the Workspace and the Databricks Gateway fail. Connectivity for this purpose means bi-directional network traffic over supported protocols such as HTTP and HTTPS that can be sent and received from a public IP address).