



Cloudera, Inc.

Supplier Terms

Overview

As per the Definitions in Joint Schedule 1 of Framework RM1557.15 the Supplier Terms include:

- Supplier Service Specific Terms (Supplier SLA for the relevant Services; and Supplier Licence Terms for the relevant Services)
- Supplier Standard Terms (Supplier Acceptable Use Policy, Supplier Data Processing Agreement, Supplier Specific Shared Responsibility Model)

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List of Supplier Terms

Your Order Form with Cloudera incorporates and is governed by the terms and conditions at the links identified below with respect to your purchase:

Schedule 1

Supplier Service Specific Terms

1. With respect to purchases of **subscriptions to Cloudera products, professional services, and/or training**: [Cloudera, Inc. Enterprise Subscription Master Terms \("ESMA"\)- Exhibit A](#)

<https://www.cloudera.com/legal/commercial-terms-and-conditions/cloudera-enterprise-subscription-master-terms.html>

2. With respect to Cloudera Product and Service Data Policy: [The Cloudera Product and Service Data Policy](#) - **Annex I of Exhibit A-1**

<https://www.cloudera.com/legal/policies.html>

3. With respect to **Licensed Metrics** unless otherwise specified: [Cloudera Subscription Metrics](#) - **Annex II of Exhibit A-1**

<https://www.cloudera.com/legal/commercial-terms-and-conditions/cloudera-licensed-metrics.html>

4. With respect to **purchases of training services**: [Cloudera, Inc. Training Terms](#) - **Annex III of Exhibit A-1**

<https://www.cloudera.com/legal/commercial-terms-and-conditions/cloudera-training-terms.html>

5. With respect to **Support Services for Cloudera Products**: [Cloudera Support Policy](#) - **Annex IV of Exhibit A-1**

<https://www.cloudera.com/legal/commercial-terms-and-conditions/cloudera-support-policy.html>

6. With respect to the public online user guides, documentation and help materials relating to Cloudera Products: [Documentation](#) - **Annex V of Exhibit A-1**

<https://docs.cloudera.com/>

7. With respect to Third Party Software referenced in the Supplier Terms: [Third Party Software Notices](#) - **Annex VI of Exhibit A-1**

<https://docs.cloudera.com/application-resources/latest/Licenses/topics/Third-Party-Licenses.html>

8. With respect to **use of Cloudera Order Form and/or Order Form**: [Cloudera Order Form Supplemental Terms - Exhibit B, Exhibit B-1 and Exhibit B-2](#)

<https://www.cloudera.com/legal/commercial-terms-and-conditions/cloudera-order-form-supplemental-terms.html>

9. With respect to **Cloudera Product Subscription commercial license terms**: [Commercial License Terms - Exhibit C](#)

<https://www.cloudera.com/legal/commercial-terms-and-conditions/commercial-license-terms-for-cloudera-subscription-products.html>

10. With respect to **use of Cloudera online services** by customers that do not otherwise have existing terms for the purchase of Cloudera Online Services in place with Cloudera: [Cloudera, Inc. Online Service Terms - Exhibit D](#)

<https://www.cloudera.com/legal/terms-and-conditions/cloudera-online-services-terms.html>

11. With respect to **Statements of Work**: [Cloudera, Inc. Statement of Work Terms and Conditions - Exhibit E](#)

<https://www.cloudera.com/legal/terms-and-conditions/statement-of-work.html>

12. With respect to **all Cloudera offerings unless otherwise specified**: [Cloudera Standard License - Exhibit F](#)

<https://www.cloudera.com/legal/terms-and-conditions/cloudera-standard-license.html>

13. With respect to the **One-Time Reseller Agreements**: [Cloudera, Inc. One-Time Reseller Agreement - Exhibit G](#)

<https://www.cloudera.com/legal/commercial-terms-and-conditions/otra.html>

14. With respect to **Cloud Usage and Billing Terms**: [Cloud Usage and Billing Terms - Exhibit H](#)

<https://www.cloudera.com/legal/terms-and-conditions/cloud-usage-pricing-terms.html>

15. With respect to **Customer Success Manager**: [CSM - Exhibit I](#)

<https://www.cloudera.com/legal/terms-and-conditions/customer-success-manager-services/customer-success-manager-datasheet.html>

16. With respect to **Supplement for Extended Support**: [Extended Support Supplement - Exhibit J](#)

Schedule 2

Supplier Standard Terms

With respect to Cloudera's DPA and SCCs: **Schedule 2 - Addendum 1**

With respect to Cloudera's Digital Operations Act (DORA) Addendum: **Schedule 2 - Addendum 2**

With respect to Cloudera's Audit Addendum: **Schedule 2 - Addendum 3**

With respect to Cloudera's Acceptable Use Policy: **Schedule 2 - Addendum 4**

With respect to Cloudera's Shared Responsibility Model: **Schedule 2 - Addendum 5**

Exhibit A

Cloudera, Inc. ENTERPRISE SUBSCRIPTION MASTER AGREEMENT

This Enterprise Subscription Master Agreement (this “ESMA” or “Agreement”) is made and entered into as of the last date signed below (the “Effective Date”) by and between Cloudera, Inc., a Delaware company located at 6220 America Center Drive, 5th Floor, San Jose, CA, 95002 (“Cloudera” and/or “Supplier”) and Buyer (“Customer”) and sets forth the terms under which Customer may purchase and use certain Cloudera products and services set forth in Order Forms governed by this ESMA subject to the order of precedence as set forth in the Framework Agreement.

BACKGROUND

Cloudera is in the business of providing software products as well as related consulting, training, and software support and maintenance services. Generally, customers use Cloudera’s software products by deploying them on customer’s premises or by accessing them as a hosted, cloud-based service. Use of Cloudera’s software on-premises is typically on a subscription basis, where Cloudera provides the customer the right to access the software and receive software maintenance and support during a fixed subscription period. Hosted, cloud-based services may be provided on a consumption basis, where Cloudera grants access to the service and a customer pays based on such customer’s usage of the service. This Agreement contains terms that govern Customer’s usage of Cloudera’s software products and related services.

- 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, 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 Cloudera to resell Services and/or Cloudera Products.
 - 1.3 “Cloudera Online Services” means online services offerings as identified in the applicable Order Form that are provided by Cloudera, using hosted Cloudera Software, as cloud-based services. Cloudera Online Services may also utilize Cloudera Software, which is distributed to Customer.
 - 1.4 “Cloudera Product & Service Data Policy” is Cloudera’s policy which describes 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 in connection with agreements or terms and conditions in place between the parties. The Cloudera Product & Service Data Policy can be found at: <https://www.cloudera.com/legal/policies.html> and the current version as of the date of this ESMA is attached hereto as Exhibit A-1 for reference.
 - 1.5 “Cloudera Products” means Cloudera offerings as follows: (i) for Cloudera’s on-premise offerings, Subscriptions to use the applicable Cloudera on-premise offering identified in the Order Form together with the associated Support Services during the Subscription Period, and (ii) for Cloudera’s hosted, cloud-based offerings, the right to use the Cloudera Online Service identified in the Order Form during the Subscription Period.
 - 1.6 “Cloudera Software” means the software that is included in the Cloudera Products, including software that is distributed to the Customer as part of Cloudera’s on-premises offerings, the hosted software that is part of a Cloudera Online Service, or any software distributed to the Customer as part of and/or to enable the delivery of Cloudera Online Services (including software deployed to a Workload Environment and/or On-Premises/Private Cloud Environment as such terms are defined in the Cloudera Product & Service Data Policy).

- 1.7 “Free Trial Product” means a trial offering of a Cloudera Product provided by Cloudera free of charge solely for the purpose of enabling evaluation of the Cloudera Product prior to the potential purchase of such Cloudera 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 Customer’s usage of Cloudera 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 Customer’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 the current version as of the date of this ESMA is attached hereto as Exhibit A-1 for reference.
- 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 Cloudera 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 Cloudera prior to distribution to Customer.
- 1.11 “Order Form” means an ordering document by which Customer 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 Cloudera 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 Cloudera 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 Customer under an applicable Order Form as stand-alone services or as part of a Subscription.
- 1.15 “Subscription” means a Cloudera offering that provides Customer 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 Customer 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 Cloudera 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 Cloudera to Customer. Third-Party Software includes Open Source Software. Applicable notice files are available here: <https://docs.cloudera.com/application-resources/latest/Licenses/topics/Third-Party-Licenses.html>
- 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 Cloudera training offerings listed at <https://www.cloudera.com/more/training/description-of-training-services.html> and the current version as of the date of this ESMA is attached hereto as Exhibit A-1 for reference. The list of Training Services may be updated by Cloudera 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 Cloudera Software 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 a Cloudera Software 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 Cloudera in the course of Cloudera’s performance of the Professional Services that are created for Customer 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 Cloudera during the course of performing Services that have or could have general applicability to Cloudera’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 Cloudera during the course of performing the Services (“Cloudera IP”), provided that General Enhancements and Cloudera IP will never include any of Customer’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, Customer may access and use the Cloudera Online Services, during the Subscription Period, solely for Customer’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, Cloudera grants to Customer a worldwide, revocable, non-exclusive, non-transferable, and non-sublicensable license to use Cloudera Software solely during the applicable Subscription Period, solely for Customer’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, Customer 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 Customer as part of Cloudera’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, Customer 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, Cloudera 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 Cloudera logos and trademarks included in any of the foregoing, and (viii) any and all Intellectual Property Rights embodied in the foregoing. Cloudera reserves all rights not expressly granted in this ESMA or the applicable Order Form, and no licenses are granted by Cloudera to Customer, 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 Cloudera to Customer are personal to Customer. Customer may not distribute any license keys provided by Cloudera to any third party. Such license keys are the Confidential Information of Cloudera and are subject to the confidentiality requirements of Section 6 of this ESMA.
- 2.6 Affiliate Use. An Affiliate of Customer may access and use the Cloudera Products which Customer has purchased under an applicable Order Form, provided that: (i) such Affiliate agrees in writing with Cloudera to be bound by

and accepts all of the obligations imposed upon Customer under this ESMA (other than payment obligations for which Customer is solely responsible to Cloudera or its Authorized Partner, as applicable) or Customer 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 Cloudera customer under separate contract, nor actively engaged with Cloudera 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 Cloudera; and (iv) all of Customer'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 Cloudera grants to Customer the right to permit one or more third-party service providers to access and use the Cloudera Software and related Support Services for which Customer 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 Customer 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 Cloudera. Customer 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 Customer will be responsible for the acts and omissions of each such third party as fully as if they were Customer's acts and omissions.
- 2.7.2 Notwithstanding Section 2.7.1 (iii), Customer may use third-party cloud service providers to host Cloudera Software for the benefit of Customer, provided that such third party's platform is supported by Cloudera. Customer will be fully responsible for ensuring that such platform meets Customer'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 Cloudera's acceptance of Customer's Order Form or the Subscription Period start date indicated therein (whichever is later), Cloudera will make the Cloudera Software available for download (or, in the case of any Cloudera Online Services, will make the services available to Customer through Cloudera'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. Customer acknowledges that Cloudera does not control the transfer of data over the internet and that Cloudera is not responsible for any delays or delivery failures caused by the internet.
- 3.2 Support Services. Cloudera 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 the current version as of the date of this ESMA is attached hereto as Exhibit A-1 for reference. Cloudera may 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 Customer. 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, Cloudera assigns to Customer 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, Cloudera 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. Cloudera grants to Customer a non-exclusive, non-transferable, revocable and limited license to use the Cloudera IP solely in conjunction with Customer's use of the Work Product, provided that Customer 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 Customer orders Training Services, all works of authorship, inventions, improvements, methods, processes, formulas, designs, techniques and information conceived, discovered, developed or otherwise made by Cloudera (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 Cloudera. No title to or ownership of any property or any associated Intellectual Property Rights are transferred to Customer in the performance of the Training Services. In addition, Customer may not make recordings of any kind of the Training Services. Notwithstanding the foregoing, Customer 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 Customer executes an Order Form pursuant to this ESMA for a Subscription to a Free Trial Product, Cloudera will make the Free Trial Product available to Customer 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 Customer's execution of the Order Form; or (ii) termination of access to or use of the Free Trial Product by Cloudera in its sole discretion (the "Trial Subscription Period"). Cloudera may, in its sole discretion, extend the Trial Subscription Period by continuing to provide Customer with access to the Free Trial Product. Any such extension will be considered part of the Trial Subscription Period. Additionally, Cloudera may, in its sole discretion, provide Customer with free trial access to or use of the Free Trial Product without the requirement that Customer 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 Cloudera first provides Customer with access to or use of the Free Trial Product and ending on the date on which Cloudera notifies Customer 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. Cloudera may make Sample VPCs and sample data (the "Sample Data") available to Customer to facilitate Customer's trial and evaluation of Cloudera Online Services, and Customer may access and use such Sample VPCs and Sample Data, solely for such purpose. "Sample VPC" means a virtual private cloud environment procured by Cloudera from a third-party public cloud vendor that is pre-configured by Cloudera and that may be made accessible by Cloudera to Customer 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) CLOUDERA 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) CLOUDERA HAS NO INDEMNIFICATION OBLIGATIONS WHATSOEVER WITH REGARD TO FREE TRIAL PRODUCTS, SAMPLE VPCS OR SAMPLE DATA. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CLOUDERA 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. CLOUDERA DOES NOT WARRANT THAT FREE TRIAL PRODUCTS, SAMPLE VPCS OR SAMPLE DATA ARE OR WILL BE ERROR-FREE OR UNINTERRUPTED, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 9 OF THIS ESMA: (A) IN NO EVENT WILL CLOUDERA BE LIABLE TO CUSTOMER 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 CLOUDERA'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 Services. Subject to the terms and conditions of this ESMA and the applicable Order Form, Cloudera will provide to Customer the Cloudera Products and Services agreed by the parties in applicable Order Forms. Cloudera Products and Services are only for Customer's internal use. Customer may not use the Services to supply any consulting, training or support services to any third party.
- 5.2 Affiliate Orders. An Affiliate of Customer may execute an Order Form pursuant to this ESMA, and such Affiliate will be deemed to be the Customer 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 Pre-Pay Credits. Customer will pay to Cloudera 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, Cloudera will invoice Customer the total fees specified in an Order Form upon execution of the applicable Order Form (including any fees associated with pre-pay credits 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, Customer may elect to use additional capacity that exceeds the quantity of the applicable Metrics set forth in an Order Form. Customer may also exceed usage of Cloudera Online Services beyond Customer's then-available cloud pre-pay credits. In such cases, Customer must notify Cloudera or its Authorized Partner, as applicable, of its elected use of such additional capacity. In the event that Customer: (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 Customer exhausted its available cloud credits 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, Customer must purchase additional cloud pre-pay credits or its usage will be converted to the pay-as-you-go billing option where Cloudera is authorized to issue monthly invoices to Customer charging Customer fees for its applicable usage of Cloudera Online Services beyond available cloud pre-pay credits and Customer agrees to pay such invoices in accordance with the terms of its applicable agreement with Cloudera, regardless of whether a purchase order has been provided by Customer to cover such overages.
 - 5.3.3 Subscription Period Not Cancelable. Except for the provisions of this ESMA allowing for early termination, the Subscription Period is non-cancelable and non-terminable. Unless an Order Form has been terminated by Customer in accordance with Section 10.2, Cloudera reserves the right to invoice Customer 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. Fees do not include travel and related expenses incurred as a result of delivering the Services, and Customer will be responsible for such travel and related expenses unless indicated otherwise in the applicable Order Form.
 - 5.3.5 Required Subscription Fees. While Customer has an active Subscription for Cloudera Products covering Customer's computer systems (e.g., Nodes, Cores, etc.) that allows Customer to receive Support Services related to a Cloudera Product, Customer agrees that all of its computer systems on which Customer has deployed Cloudera Software will be covered by an active Subscription.

- 5.3.6 Payment Terms. Upon receipt of Customer'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, Cloudera or its Authorized Partner, as applicable, will invoice Customer the applicable fees as described in this Section 5.3. Fees are due to Cloudera within thirty (30) days of the date of Cloudera'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, Cloudera reserves the right to suspend provision of Services to Customer (i) if Customer is more than thirty (30) days overdue on any payment obligation (including due to any over deployments of Cloudera Software), (ii) if Cloudera deems such suspension necessary due to Customer'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 governmental entities. If suspension is due to past due amounts under subsection (i) above, the applicable Services will be resumed and/or restored upon receipt by Cloudera of all overdue amounts. No suspension under this paragraph will (a) relieve Customer from complying with any of Customer'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 Customer 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 Cloudera; and (ii) in the currency as set forth in the applicable Order Form (or USD where no currency is specified).
- 5.3.8 Taxes. The fees for Subscriptions to Cloudera Products and Services do not include taxes. Customer will pay any and all sales, use, excise, import, export, value added, GST or similar taxes ("Transaction Taxes") and all government permit or license fees, and all customs, duty, tariff and similar fees levied upon the sale of Subscriptions to Cloudera Products, Work Product, and the provision of Services under the Agreement, exclusive of income taxes based on Cloudera's net income. Customer will pay any costs associated with the collection of Transaction Taxes, including penalties and interest. If Customer is required to pay any withholding tax, charge or levy with respect to payments to Cloudera ("Withholding Taxes"), Customer agrees to gross up payments actually made to Cloudera such that Cloudera receives sums due in full and free of any deduction of any such Withholding Tax, subject to Cloudera providing documentation to support the lowest legal withholding rate under the applicable double tax treaty. Cloudera will cooperate with Customer to enable Customer to pay the lowest legal withholding rate by providing any available tax documents in its possession to support the lowest applicable withholding rate.

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.
- 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 Remedy for Breach. The parties agree that damages may be an inadequate remedy in the event of a breach of this Section 6.1. Therefore, the parties agree that a party is entitled, in addition to any other rights and remedies otherwise available, to seek injunctive and other equitable relief in the event of a breach or threatened breach by the other party of this Section 6.1.
- 6.2 Publicity. Cloudera shall have the right to include Customer's name and logo on Cloudera's website and other public customer lists. Customer agrees to cooperate with Cloudera, at Cloudera's reasonable request, on public content that describes Customer's election to use Cloudera Software or Services, including, but not limited to, press releases describing Customer's election to use the Cloudera Software or Services; and publication of a written or video success stories describing Customer's use of the Cloudera Software or Services.
- 6.3 Data Protection. The Cloudera Product & Service Data Policy, as may be amended by Cloudera from time to time, will apply to and govern (a) Cloudera's handling, storing, and otherwise treating of the various types of data identified therein in connection with Customer's use of Cloudera's Products and Services and (b) Customer's obligations with respect to such data in connection with Customer's use of Cloudera's 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 Cloudera Software Product Warranty. Cloudera warrants that for a period of thirty (30) days following the date on which Customer 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 Cloudera at <http://www.cloudera.com/content/support/en/documentation.html> and the current version as of the date of this ESMA is attached hereto as Exhibit A-1 for reference (the "Documentation"). Customer must notify Cloudera of any non-conformance with this warranty during the applicable Warranty Period, and as Cloudera's sole obligation and Customer's exclusive remedy for breach of warranty, Cloudera 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, Customer may return the applicable Cloudera Software and obtain a pro-rated return of the Subscription fees for the then-current current Subscription Period Customer paid to Cloudera for Cloudera Product associated with the defective Cloudera Software.
- 7.3 Professional Services and Training Services Warranty. Cloudera 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, Customer must notify Cloudera within thirty (30) days of the delivery of any non-conforming Professional Services or Training Services, and as Cloudera's sole obligation and Customer's exclusive remedy, Cloudera, at its sole discretion, will either: (i) re-perform such non-conforming Professional Services or Training Services at no additional charge to Customer, or (ii) refund any Professional Services or Training Services fees paid to Cloudera for such non-conforming Professional Services or Training Services, and terminate all or a portion of the applicable Order Form at Cloudera's discretion.

- 7.4 Disclaimer. EXCEPT FOR THE EXCLUSIVE WARRANTIES SET FORTH IN THIS SECTION 7, CLOUDERA 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 CLOUDERA 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. CLOUDERA 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 IN THIS SECTION 7 FAIL OF THEIR ESSENTIAL PURPOSE.

8 Cloudera's Indemnification Obligations.

- 8.1 Subject to this Section 8, Cloudera agrees, at its own expense, to pay all Damages (as defined below) and defend Customer from (or at Cloudera's option, settle) any claim instituted by a third party and asserted against Customer 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 Customer: (i) promptly notifies Cloudera in writing of any such IP Claim; (ii) gives Cloudera sole control over the investigation, defense and settlement of the IP Claim; and (iii) assists and fully cooperates with Cloudera in the defense of same. Cloudera agrees to pay any damages awarded by a court of competent jurisdiction against Customer (or agreed to in a settlement by Cloudera) resulting from the IP Claim, including any awarded costs and awarded attorneys' fees (collectively "Damages"). Cloudera 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.
- 8.2 Following notice of an IP Claim or any facts which may give rise to such IP Claim, Cloudera may, in its sole discretion and at its option: (i) procure for Customer 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 Customer's use of the Cloudera Software or Work Product is enjoined in a non-appealable judgment and Cloudera determines that it is not commercially reasonable to perform any of alternatives (i) through (iii), Cloudera may (a) terminate the license for the allegedly infringing Cloudera Software and refund the pre-paid and unused Subscription fees paid by Customer 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, Customer must, at Cloudera's option, return or destroy such Work Product and any and all Pre-Existing Property and Cloudera IP, and Cloudera 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 Cloudera 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) Customer's combination or use of the Cloudera Software or Work Product with non-Cloudera 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 Cloudera if such IP Claim would have been avoided by use of the unmodified Cloudera Software or Work Product; (iii) Customer's continued allegedly infringing activity after being notified thereof or after being provided modifications that would have avoided the alleged infringement; (iv) Customer'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) Cloudera's modification of the Cloudera Software or Work Product in compliance with Customer's written instructions, requests or specifications; (vi) use of a release other than Cloudera's most current release of the Cloudera Software if the IP Claim would have been avoided by use of the most current release, provided Customer

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 CLOUDERA'S ENTIRE LIABILITY AND CUSTOMER'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 CLOUDERA FOR SUBSCRIPTIONS TO THE CLOUDERA 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; 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) CLOUDERA'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; Automatic 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 Customer 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 year from the initial effective date of such Order Form unless both parties agree in writing to extend the term of such Order Form. Unless a party provides written notice of non-renewal at least thirty (30) days in advance of the expiration of a Subscription Period as set forth in an Order Form, the Subscription will automatically renew for successive twelve (12) month Subscription Periods thereafter at Cloudera's then-current list price (unless otherwise mutually agreed upon between the parties in writing), with the applicable fees due on the first day of the renewal, payable pursuant to Section 5 above.
- 10.2 Termination for Cause. Either party may terminate: (i) this ESMA and all Order Forms hereunder for cause: (a) if the other party materially breaches this ESMA and does not remedy such breach within thirty (30) days after its receipt of written notice of such breach; or (b) if the other party terminates its business activities or becomes insolvent, admits in writing to inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (ii) any individual Order Form if the defaulting party fails to perform any material provision of such Order Form and does not cure the breach within thirty (30) days after receipt of written notice thereof. Termination or expiration of an individual Order Form will not affect any other Order Form or this ESMA except with respect to such terminated Order Form.
- 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 Customer under this ESMA or an applicable Order Form will immediately terminate; (ii) Customer must immediately delete any associated license keys provided by Cloudera and cease any use of such keys; (iii) upon request from Cloudera, Customer must confirm in writing Customer's compliance with the foregoing provisions in (i) and (ii); and (iv) each of Customer and Cloudera 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 Customer and Cloudera 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 Customer elects not to renew a Subscription for any Cloudera Products, should Customer 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 Customer previously elected not to renew 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. The following Sections will survive any expiration or termination of this ESMA: 1, 2.3, 2.4, 2.5, 2.6, 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, Customer acknowledges and agrees that: (i) the Cloudera Software contains Third-Party Software; and (ii) Customer 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. Customer hereby acknowledges that Cloudera makes a list of Third-Party Software available to Customer: (i) with Cloudera's documentation, (ii) in the notice file that accompanies the Cloudera Software, and/or (iii) in another reasonable manner. Further, Customer 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 Customer'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 CUSTOMER MAY HAVE WITH CLOUDERA, CLOUDERA: (I) PROVIDES THIRD-PARTY SOFTWARE TO CUSTOMER 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 CUSTOMER, AND WILL NOT DEFEND, INDEMNIFY, OR HOLD CUSTOMER HARMLESS FOR ANY CLAIMS ARISING FROM OR RELATED TO THIRD-PARTY SOFTWARE; AND (IV) WITH RESPECT TO THE THIRD-PARTY SOFTWARE, CLOUDERA IS NOT LIABLE TO CUSTOMER 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, Order Forms, and any exhibits, attachments, or addendums thereto 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 ESMA and Order Forms hereunder will prevail over any additional, conflicting or inconsistent terms and conditions which may appear on any purchase order furnished by Customer, and any additional terms and conditions in any such purchase order will have no force or effect, notwithstanding Cloudera's acceptance or execution of such purchase order. In the event of a conflict between the terms of any Order Form with the terms of this ESMA, the terms of the Order Form will control, but (a) only with respect to the specific Cloudera Product(s) or Services purchased under such Order Form, and (b) only if the Order Form specifically references the conflicting provisions(s) of this ESMA with the intention to supersede such provision(s). In the event of conflict between this ESMA and an Order Form, on the one hand, and the Cloudera Product & Service Data Policy, on the other hand, the terms of the Cloudera Product & Service Data Policy shall take precedence with respect to data protection policy and data protection obligations.
- 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 Customer, by operation of law or otherwise, without the prior written consent of Cloudera, and any attempted transfer, assignment or delegation without such consent will be void and without effect; provided that Customer 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 Cloudera,

provided further that such Affiliate agrees in writing to assume all obligations of Customer hereunder, and that such Affiliate is, in the sole judgment of Cloudera, adequately capitalized and credit-worthy. Cloudera may freely transfer, assign or delegate this ESMA and/or any Order Form(s) or its rights and duties under this ESMA and any Order Forms. Subject to the foregoing, this ESMA and any Order Forms 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 Cloudera will include a paper copy sent to Cloudera's Legal Department at Cloudera's address on the applicable Order Form and with an electronic copy emailed to LegalNotices@Cloudera.com.
- 12.6 Force Majeure. Except for payments, neither party will be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God, government actions, war, civil disturbance, terrorist acts, insurrection, sabotage, labor shortages or disputes, issues with subcontractors, transportation difficulties or shortage of energy, raw materials or equipment. In the event of any such delay, the date of delivery will be deferred for a period equal to the time lost by reason of the delay.
- 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 Attorneys' Fees. In any action to enforce this ESMA or Order Forms hereunder, the prevailing party will be entitled to costs and attorneys' fees from the non-prevailing party.
- 12.9 Governing Law; Venue. This ESMA and Order Forms hereunder are made and will be governed by and construed in accordance with the laws of the State of California, excluding its choice of law principles to the contrary. The parties agree that the venue for any dispute, obligation or action of any kind arising under this ESMA or Order Forms hereunder will be in the state or federal courts located in the County of Santa Clara, California, and the parties irrevocably consent to the exclusive jurisdiction of the state and federal courts of the State of California for any dispute, obligation or action hereunder and agree not to commence or prosecute any suit, proceeding or claim hereunder, except in such courts.
- 12.10 Government Contracts. If Customer is a United States government entity, or this ESMA otherwise becomes subject to the Federal Acquisition Regulation (FAR), Customer acknowledges and agrees that the Cloudera Software and Services, and all General Enhancements and Cloudera IP provided 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 Cloudera to its customers generally, as set forth in this ESMA. 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 12.13.
- 12.14 Export. Cloudera 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”). Customer 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 Customer’s use of such products, technology, services or data give rise to a violation by Cloudera 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 two (2) years thereafter, Cloudera may audit Customer’s use of Cloudera Products and Cloudera Software via diagnostic reporting and/or an independent auditor on behalf of Cloudera will have the right to audit Customer’s applicable systems, books and records, no more than once every calendar year (absent non-compliance in an immediately preceding audit), during Customer’s normal business hours and in a manner that does not unreasonably interfere with Customer’s normal business operations, to ensure Customer’s compliance with the terms and conditions of this ESMA and applicable Order Forms. 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 Customer to fully comply with all the payment terms and conditions of this ESMA and applicable Order Forms, then Customer will immediately pay Cloudera the underpaid amount, with interest accruing at the rate of 1.5% per month, or the highest rate permitted by law, whichever is lower, from the date such amount is due until the date such amount is finally paid in full. In addition, if any audit reveals an underpayment of more than three percent (3%) for any reporting period, then, without limiting Cloudera’s other rights and remedies at law or in equity, Customer will also reimburse Cloudera for its reasonable costs incurred in conducting such audit.

Exhibit A-1

For reference purposes, the following is a list of the hyperlinked terms incorporated within Exhibit A of the Enterprise Subscription Master Agreement (ESMA):

- Annex I - The Cloudera Product and Service Data Policy
- Annex II - Cloudera Subscription Metrics
- Annex III- Cloudera Training Terms
- Annex IV -Cloudera Support Services Policy (General) and Appendices
 - Appendix 1 - Support Services Policy (Support Services for all other Cloudera products except CDP)
 - Appendix 2 -Support Lifecycle Policy
 - Appendix 3- Cloudera Service Level Agreement for Cloudera on Cloud
 - Appendix 4- Cloudera Service Level Agreement for Octopai by Cloudera Platform
- Annex V – Documentation
- Annex VI – Third Party Software Notices

Annex I of Exhibit A-1
The Cloudera Product and Service Data Policy
Privacy Statement and Data Policy

Last Updated: December 17, 2025

Cloudera's Privacy and Data Policies Archive -<https://www.cloudera.com/legal/policies/privacy-and-data-policies-archive.html>

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This Privacy Statement explains the data privacy practices of Cloudera, Inc. ("Cloudera," "we," "us" or "our"), including how and why Cloudera collects, stores, consults, organizes, uses, discloses, and otherwise processes personal data with respect to our online accounts, websites, and web domains (collectively, "Site"), and our events, our general business activities, and, unless otherwise stipulated in a separate agreement, the provision of our products and services (collectively, "Services"). Cloudera is the data controller of the personal data processed pursuant to this Privacy Statement and processes the data in compliance with applicable privacy and data protection laws, rules, and regulations.

Job candidates/applicants must refer to our [Candidate Privacy Notice](#) for detailed information that is applicable to you as a candidate or applicant.
Cloudera's Personnel must refer to our internal Employee Privacy Notice for detailed information that is applicable to you as Cloudera Personnel.
Cloudera is not responsible for our customers', partners', and other third parties' privacy policies or practices, which may differ from ours. We encourage you to review their privacy policies before submitting your personal data to them. If you have questions, complaints, or privacy requests, please contact these parties directly.

Collection and Processing of Personal Data

Cloudera collects and handles information you provide directly or indirectly to us. In general, we only process your Name, Professional information, Business contact information, business interests and opinions, and information with respect to your use of our Site and Services.

General Categories of Data Subjects

Cloudera may process the personal data of different categories of data subjects. You may fall under the scope of one or more of the following categories of data subjects:

- Online visitors and users
- Onsite (Office) visitors | In-person meetings/events visitors
- Event or Webinar registrants/attendees
- Account holders

Employees/staff/agents/contractors (collectively, "Personnel") of:
Business-to-business ("B2B") commercial prospects/leads
B2B customers
Vendors, subcontractors, consultants, advisors, sponsors (collectively, "Service Provider(s)")
Partners and resellers
Job applicants (refer to [Candidate Privacy Notice](#)) and Cloudera Personnel (refer to internal Employee Privacy Notice)
Individuals (who otherwise directly or indirectly communicate or interact with us)

Sources of Personal Data

Direct sources

Cloudera may obtain personal data directly from you. For example, we collect data directly from you when you create an account, interact with our Site or use or request information about our Services, or otherwise communicate or interact with us.

Indirect sources

Cloudera may obtain personal data about you from our B2B customers, Service Providers, partners/resellers, and/or third parties. For example, we may obtain information about you from a third party for purposes of data analytics or our legitimate business purposes.

General Categories of Personal Data

Cloudera may process one or more of the following categories of your personal data:

Name

Username / User ID (e.g., the username and/or user ID associated with your account or registration and utilized when you log in to a Cloudera system/network)

Business contact information (e.g., work email address and phone number)

Commercial information (e.g., records of Services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies)

Account Data (e.g., Name, Username / User ID, Business contact information, Professional information, Unique digital identifier, Network Activity Information)

Unique digital identifier (e.g., an online identifier; a device identifier; an Internet protocol ("IP") address; cookies, beacons, pixel tags, mobile ad identifiers, or similar technology)

Note that we use online tracking technologies for legitimate commercial business purposes, such as cookies or similar technologies to collect information, analyze trends, administer our website, track users' movements around the website, and gather demographic information about our user base as a whole. We also may collect anonymized conversion events and anonymized IDs, such as to enable cookies on, and analytics about the use of, the Site. For example, we collect information about the computer or mobile device you use to access our Site and/or Services, including the hardware model, operating system and version, unique device identifiers, and mobile network information.

Internet or other electronic network activity information (including usage and log information relating to the use of our Site and Services, e.g., browsing history, search history, and information regarding your interaction with an internet website application, or advertisement) ("Network activity information")

For example, we may log information about your use of our Site and Services, including the type of browser you use (i.e., browser type), internet service provider, clickstream data, date/time stamp, pages and files viewed on our Site (e.g., HTML pages, graphics, etc.), and the page you visited before navigating to our Site or Services.

Professional / Employment-related information (e.g., job title/role/position, employer, and employment history)

Email content (i.e., the subject line and body of the email, including analysis thereof)

Chat recordings (e.g., your conversations with a chatbot)

Audio/Video recordings (e.g., meetings with partners, vendors, or customers)

Pseudonymous data (e.g., a randomly-generated ID, such that the data can no longer be attributed to a specific individual without the use of additional information)
Geolocation data (i.e., approximate geographic location based on the unique digital identifier)
Inferences (e.g., data derived from any of personal data to create a profile about you reflecting your commercial preferences, and/or commercial and professional characteristics)
Closed-circuit television (CCTV) (e.g., if you are visiting our offices)
Feedback (e.g., your optional feedback regarding our Services)
Testimonials (e.g., testimonials or endorsements of satisfied customers).
Social media

Our Site includes social media features, such as the Facebook button or interactive mini-programs that run on our Site. These features may collect your IP address and information on which page you are visiting on our Site, and they may set a cookie to enable the feature to function properly. Social media features are either hosted by a third party or hosted directly on our Site.

Sensitive Personal Data

Do not send or disclose to Cloudera any sensitive personal data (e.g., social security numbers, information related to racial or ethnic origin, political opinions, religion or trade union membership, health, biometrics or genetic characteristics, and criminal background) on or through the Site, the Services, or otherwise, unless we specifically request such data.

Publicly Available Information

Note that personal data does not include lawfully obtained, truthful information that is a matter of public concern or publicly available information (i.e., information that is lawfully made available from federal, state, or local government records, or information for which we have a reasonable basis to believe is lawfully made available to the general public by you or from widely distributed media; or information made available by a person to whom you have disclosed the information if you have not restricted the information to a specific audience).

Anonymous / De-identified / Aggregate Data

Note that personal data does not include anonymized, de-identified, or aggregated data. Cloudera may anonymize, de-identify, and/or aggregate personal data so that such data will no longer constitute personal data. We do so to generate other data for our use, which we may use and disclose for any purpose, as it no longer identifies you or any other individual.

Public Profiles

If you create a profile on our Site (e.g., to participate in Cloudera Community discussions), your profile and/or comments will be publicly accessible unless otherwise indicated. You may change the privacy settings of your profile through your account portal.

Usage Data

Cloudera collects and processes data about or generated by your usage of our Site and Services (i.e., "Usage Data"). This Usage Data may include the following personal data: Name, Business contact information, Professional information, Username / User ID, Unique digital identifiers, and/or Network activity information. The Usage Data may be redacted, obfuscated, anonymized, de-identified, aggregated, or pseudonymized.

Lawfulness and Business Purposes of Processing

Cloudera may collect, use, and otherwise process personal data pursuant to several legal bases and for multiple business and commercial purposes in accordance with applicable law.

Lawful Bases

To the extent required by applicable law, Cloudera relies on one or more of the following legal bases to process personal data:

Consent

Contract Performance or Pre-contractual Steps ("Contract Performance")

Compliance with a Legal or Regulatory Obligation ("Legal Compliance")

Protection of the Vital Interests of an Individual

Cloudera's Legitimate Interests (or a third party's legitimate interest(s), except where such interests are overridden by your interests or fundamental rights and freedoms, which require protection of personal data)

Legitimate Interests may include, among others, the processing of personal data to the extent strictly necessary and proportionate for the purposes of (a) ensuring network and information security, (b) managing possible criminal acts or threats to public security, (c) preventing fraud, (d) conducting direct marketing, and (e) processing that is relevant and appropriate to our relationship and that you could reasonably expect at the time and in the context of the collection of your data.

Processing Purposes

Cloudera processes personal data for specified, explicit, and legitimate purposes, and only processes data that is adequate, relevant, and reasonably necessary and proportionate to what is necessary in relation to those purposes. To that end, we may process personal data for one or more of the following purposes:

Advertising and Marketing

To induce you to buy or subscribe to, or enable or effect, directly or indirectly, a commercial transaction.

To market and promote Services that may be of interest to you, including through tailored communications, such as telemarketing, emails, newsletters, or other content.

To solicit and process your opinions through surveys.

Short-term, transient use, including, but not limited to, non-personalized advertising shown as part of your current interaction with us.

Business Operations and Commercial Purposes

To engage in our day-to-day business operations.

To advance our commercial or economic interests.

To perform customer relationship management and contract management (for which the provision of personal data is a contractual requirement or a requirement necessary to enter into a contract).

To retain and/or engage Service Providers to receive products and services, and to manage the relationships (for which the provision of personal data is a contractual requirement or a requirement necessary to enter into a contract).

To conduct audits (i.e., to verify that our internal processes function as intended and to address legal, regulatory, or contractual requirements)

To perform internal uses that are reasonably aligned with the individuals' expectations or reasonably anticipated based on their relationships with us or are otherwise compatible with processing data in furtherance of the provision of the Services or performing the contract.

To determine the effectiveness of our promotional campaigns, so that we can adapt our campaigns to the needs and interests of our users (e.g., auditing related to counting ad impressions to unique visitors, verifying positioning and quality of ad impressions, and auditing compliance with this specification and other standards).

To consider and manage your job application, including conducting interviews and requesting background checks, and to manage the employer-employee.

To process and deliver contest entries and rewards (e.g., we may offer you the opportunity to participate in a sweepstakes, contest, or other promotion. Some of these promotions have additional rules containing information about how we will use and disclose your personal data. Please read those

additional rules before choosing to participate. The provision of personal data is a contractual requirement or a requirement necessary to enter into the contract)

To facilitate social sharing functionalities.

To understand and analyze or predict our users' preferences to prepare aggregated trend reports on how our digital content, Site, and Services are used, so that we can improve our Site and Services, personalize our interactions, and provide relevant information.

Delivery of Products and Performance of Services (Contract Performance)

To provide the Services requested or ordered and thereby complete the transaction for which the personal data was collected, to fulfill the terms of an agreement and/or to take steps at your request prior to entering into a contract or otherwise to engage in activities reasonably anticipated by you within the context of our ongoing business relationship (for which the provision of personal data is a contractual requirement or a requirement necessary to enter into a contract).

To process information according to your instructions pursuant to an agreement; process transactions, and send you related information, including confirmations and invoices; send you technical notices, updates, security alerts, and support and administrative messages; process payments on your account or bill you for the purchased Services; respond to your comments, questions, and requests; and provide customer service (for which the provision of personal data is a contractual requirement or a requirement necessary to enter into a contract).

Product/Service Development & Improvement and Quality Assurance

To undertake internal research for technological development and demonstration.

To verify or maintain the quality or safety of the Site, our Services, or devices we own, manufacture, or control.

To build, improve, upgrade, or enhance the Site, our Services, or devices we own, manufacture, or control.

To develop new Services.

To identify usage trends (e.g., to understand which parts of our Site and/or Services are of most interest to users).

To identify and repair technical errors that impair existing or intended functionality.

To operate and expand our business activities (e.g., to understand which parts of our Services are of most interest to our users so we can focus our resources on meeting our users' interests).

Security, Integrity, Fraud & Unlawful Activities

To prevent, detect, resist, protect against, or respond to security incidents, identity theft, fraud, harassment, malicious or deceptive activities, or any illegal activity, including any activity that compromises or potentially compromises the availability, authenticity, integrity, and confidentiality of stored or transmitted personal data.

To preserve the integrity or security of our networks or information systems.

To investigate, report, or prosecute those responsible for any such action(s) listed above.

To ensure the life or physical safety of natural persons.

Legal Rights and Compliance

To comply with a law, rule, or regulation.

To comply with a court order or subpoena to provide information.

To comply with a civil, criminal, or regulatory inquiry, investigation, subpoena, or summons by federal, state, or local authorities.

To cooperate with law enforcement agencies concerning conduct or activity that we reasonably and in good faith believe may violate federal, state, or local laws, rules, or regulations.

To cooperate with a government agency.

To investigate, establish, exercise, prepare for, or defend legal claims.

B2B Customers

Cloudera processes limited personal data of B2B customers' Personnel (e.g., Name, Professional information, and Business contact information) for Contract Performance, Business Operations and Commercial Purposes, Product/Service Development & Improvement and Quality Assurance, Security, Integrity, Fraud & Unlawful Activities, and Legal Rights and Compliance. With respect to cloud-based customers (e.g., on cloud customers), we will process the limited personal data associated with access to the cloud platform (i.e., login data for authorization and authentication purposes) in accordance with this Privacy Statement, unless we and the customer agree otherwise in a separately executed privacy agreement.

Disclosures of Personal Data

Cloudera may disclose personal data for the purposes outlined above, as follows:

Affiliates and Subsidiaries

Cloudera may transfer or disclose personal data to its affiliates and/or subsidiaries for the purposes described above, in connection with our business activities, such as, legal, security, finance, human resources, and information technology administration.

Service Providers

Cloudera may transfer or disclose personal data to Service Providers (e.g., a data processor), or direct them to collect such data, so that they can help us provide our Site and/or Services and insofar as they need to process such data to carry out work on our behalf, such as providing product and service functionality, customer service, billing, and invoicing, advertising and marketing, ad measurement services, and conducting research and analysis. We only disclose personal data in accordance with applicable law and ensure that these Service Providers have implemented appropriate technical and organizational measures in such a manner as to comply with applicable law and are subject to a legally-binding contract to protect the personal data and process it only in accordance with our instructions.

Tracking Technologies and Chatbots

Cloudera may use a Chatbot, including one operating with or using artificial intelligence ("AI"), or deploy cookies, pixels, or similar tracking technologies (i.e., "Tracking technology") to collect and use personal data and record your conversations with us or your online activities on our Site or Services, respectively. The Chatbot and/or Tracking Technologies may collect a Unique digital identifier and/or Network activity information. By interacting with our Site or Services, including the Chatbot provided by Cloudera's third-party Service Provider, you agree to the recording, reading, and learning of the contents or meaning of any message, report, or communication (or any attempts thereof) while the same is in transit or passing over any means or form of communication, or is being sent from, or received at any place within any jurisdiction, and the use or communication, or attempts to do so, of the information obtained by Cloudera and the third party providing the Tracking technology or Chatbot on Cloudera's behalf. By using the Site or Services, including the Chatbot, you acknowledge that a third-party Service Provider may provide the Tracking technology or operate the Chatbot on Cloudera's behalf and that the Tracking technology and/or Chatbot records, accesses, and uses the data collected by said technology or submitted via the chat function and related electronically-generated data for what is necessary to provide the service to Cloudera, and does not share any chat communications data with any unauthorized third parties.

Requested Disclosures

Cloudera may disclose your personal data if you request us to do so or provide your explicit consent for us to do so.

Necessary and Legally-Required Disclosures

Cloudera may disclose personal data if we believe a disclosure is reasonably necessary to (a) comply with any applicable law, regulation, legal process, or governmental request; (b) establish, exercise, or defend legal claims or to enforce applicable contracts, user agreements, or policies, including our [Terms and Condition of Site Use](#) (the "Terms of Use"); or (c) prevent, detect, and/or protect Cloudera, others, or the public from harm, fraud, or

illegal activities, or a violation of rights. For more information on government or law enforcement requests for access to personal data, refer to our [Transparency Report](#).

Third-Party Sponsors

Cloudera may disclose personal data with our third-party sponsors of sweepstakes, contests, and similar promotions.

Business Partners and Resellers

Cloudera may disclose personal data to business partners and resellers, which offer our services, Cloudera-related services, and/or solutions and services complementary to our offerings, for several purposes, including, not limited to, Advertising and Marketing, Business Operations and Commercial Purposes, and Contract Performance. See our current list of partners [here](#).

Mergers and Acquisitions

Cloudera may disclose personal data in connection with, or during negotiations of, any merger, sale of company assets, financing or acquisition of all or a portion of our business to another company. In this event, we will use best efforts, in accordance with applicable law, to notify you via email and/or with a prominent notice on our Site, of any change in ownership, uses of personal data, and choices you may have regarding personal data.

Your Public Disclosures

Note that, by using the Services and/or Site, you may elect to disclose personal data on message boards, chat, profile pages, blogs, community forums, and other offerings. Any information you post or disclose through these methods will become publicly accessible and may be available to other users and the general public.

Third-party Analytics and Advertisements

Cloudera uses third parties to conduct data analytics on the functioning of our Site and Services and to serve advertisements with cookies and similar online tracking technologies.

Cloudera may engage third parties to perform cross-context online behavioral advertising or online targeted advertising on our behalf across the Internet and to provide analytics services. These third parties may use Unique digital identifiers and Network activity information to collect information about your use of our Site and other non-Cloudera websites, such as your IP address, web browser, pages viewed, time spent on pages, links clicked, and conversion information. This information may be used by Cloudera, our Service Providers, and/or third parties to, among other things, analyze and track data, deliver advertising based upon your browsing activities and interests, and to better understand your use of our Services and Site.

Opt-out Options

If you wish to opt out of interest-based advertising by these third parties, click [here](#) or [here](#). Note that you will continue to receive generic ads.

If you wish to opt-out of the sharing of your personal data for purposes of cross-context behavioral advertising, update your preferences in the cookie banner manager or turn on your browser's opt-out preference signals.

In addition, Cloudera may use an integrated version of Google Analytics. You may opt out from Google Analytics by using the Google's [Ads Preferences Manager](#). You may also use the [Google Analytics Opt-out Add-on](#).

Data Security

Cloudera uses commercially reasonable organizational, technical, physical, and administrative measures designed to (a) protect personal data from accidental or unlawful loss, alteration, destruction, theft, misuse, and unauthorized access and disclosure, and (ii) ensure the confidentiality, integrity, and availability of personal data. We follow generally accepted industry standards and best practices to safeguard the personal data.

Please keep in mind that no security measures are completely effective, and we encourage you to regularly review your accounts for suspicious activity and carefully guard your credentials.

For information on our security practices, refer to our [Information Security and Compliance](#). Customers may refer to our [Trust Portal](#) to access detailed information.

Data Retention

Cloudera retains personal data for as long as necessary for our legal business purposes and/or as lawfully permitted given the purpose(s) for which we obtained it and consistent with applicable law. We use the following criteria to determine our retention periods for personal data:

- The type(s) of personal data;
- Whether the personal data is necessary to continue to provide our Services to you (e.g., contract performance);
- Whether we have a legal or regulatory obligation retain the data for a certain period of time;
- Whether we have Legitimate Interests to retain the data; and/or
- Whether retention is advisable considering our legal position (such as in regard to applicable statutes of limitations, litigation, or regulatory investigations).

International Personal Data Transfers

As a global company, Cloudera may process personal data in multiple countries, including the United States of America (USA). Cloudera may store and process your personal data in any country where we have [facilities](#), [affiliates](#) or subsidiaries, or in which we engage Service Providers. By using our Site and/or Services, or otherwise interacting with us, you understand and acknowledge that we may transfer your personal data from your country of residence to other countries, including the USA, which may have data protection laws or rules that are different from those of your country. In certain circumstances, courts, law enforcement agencies, regulatory agencies, or security authorities in those other countries may have legal authorization to access or request disclosure of your personal data.

Cloudera may transfer personal data subject to this Privacy Statement from the European Union (EU), the European Economic Area (EEA), Switzerland, the United Kingdom (UK), and/or Brazil to a third country, for the purposes described in this Privacy Statement. The European Commission, Switzerland, the UK, and/or Brazil may recognize several third countries as providing adequate levels of data protection (i.e., adequacy decisions) and allow the lawful transfer of personal data to such countries. To conduct lawful transfers of personal data to third countries without such adequacy decisions, Cloudera relies on appropriate safeguards, such as the European Commission's Standard Contractual Clauses (EU SCCs), the UK's International Data Transfer Addendum to the EU SCCs, and/or Brazil's Standard contractual clauses. You may obtain a copy of these standard contractual clauses by contacting us in accordance with the "How to Contact Us" section below.

Your Privacy Rights Concerning Your personal data

Privacy Rights - Global

Depending on the data protection or privacy law applicable to you and your personal data, you may be entitled to exercise one or more of the following rights:

- Right to Know about any processing of your personal data
- Right to Access your personal data
- Right to Delete or Erase your personal data
- Right to Correct or Rectify Inaccurate, Incomplete, or Outdated personal data
- Right to Data Portability
- Right to Restrict Processing of your personal data
- Right to Object to Processing of your personal data (e.g., direct marketing)
- Right to Withdraw Consent (if the lawful basis of processing is consent)

Right to Not to Be Subject to a Decision Based Solely on Automated Processing, including Profiling, which Produces Legal Effects Concerning You or Similarly Significantly Affects*

*Note that Cloudera does not engage in such solely automated decision making.

Right to lodge a complaint with a supervisory (data protection) authority

Privacy Rights - USA

Privacy laws in the USA (i.e., "US State Privacy Laws") may provide residents of certain US States with one or more of the following rights in relation to personal data:

Right to Confirm and/or Know about any processing of your personal data

Right Access your personal data

Right to Delete your personal data

Right to Correction of Inaccurate or Incomplete personal data

Right to Data Portability

Right to Withdraw Consent (if the lawful basis of processing is consent)

Right to Opt Out of Profiling in furtherance of Decisions that Produce Legal or other Similarly Significant Effects Concerning You*

*Note that Cloudera does not engage in this type of profiling.

Right to Opt-out of Selling or Sharing your personal data

Right to Limit use and disclosure of sensitive personal data

Right to Non-discrimination if you exercise a privacy right

Unsubscribe from Marketing and Promotional Communications

Cloudera may periodically send you free newsletters, updates, and emails that directly promote and market the use of our Site or our Services. When you receive newsletters or marketing and promotional communications from us, you may indicate a preference to stop receiving further communications from us. You will have the opportunity to unsubscribe by following the unsubscribe instructions provided in the email you receive or by submitting a request to unsubscribe [here](#).

Despite your indicated marketing and promotional preferences, Cloudera may send you transactional emails and notices of any updates to our Site, Services, Terms of Use, or Privacy Statement.

Cross-context Behavioral Advertising / Targeted Advertising

Cloudera may engage in online cross-context behavioral and/or targeted advertising based on your personal data obtained or inferred from your activity across businesses and non-affiliated, distinctly-branded websites, applications, online services, or services, other than our own with which you intentionally interact. In doing so, we may exchange or disclose your personal data by electronic means to a third party or our Service Providers for online cross-context behavioral/targeted advertising.

Right to Opt-out of Sharing ("Do Not Share My Personal Information")

You may opt-out of online cross-context online behavioral and/or targeted advertising by one of the following methods:

Utilize the opt-out preference signals on your browser (or device, platform, technology, or other mechanism) to implement the opt-out automatically, if the signals comply with applicable law;

Update your preferences in the cookie banner manager on this Site; or

Click on the opt-out link to implement the opt-out automatically.

If you have opted out of the sharing of your personal data for online cross-context behavioral and/or targeted advertising, you may provide consent to opt in to such advertising by changing your preferences in the cookie banner manager.

Do Not Track

Cloudera does not monitor or respond to Do Not Track browser requests.

Exercising Your Privacy Rights

If you would like to exercise one or more of your privacy rights, or you are an authorized agent making a request on a data subject's/consumer's behalf, please submit a request to Cloudera at privacy@cloudera.com or 1-888-789-1488. You may also submit your request via one of our contact methods listed in the section titled "How to Contact Us."

To help us respond appropriately, please make clear the nature of your request (i.e., the privacy right(s) you would like to exercise) and the personal data to which it pertains. For your protection, we may only fulfill requests with respect to the personal data associated with the particular email address that you use to send us your request. Additionally, we must verify or authenticate your identity and may need you to provide additional information for purposes of verification or authentication before completing your request. We will try to comply with your request as soon as reasonably practicable, but always within the time period required by applicable law.

Note that we may need to rely on a legal exception in order not to, or to partially, fulfill a privacy rights request, such as to retain certain personal data for legitimate business purposes, to comply with legal or regulatory obligations, to establish, exercise, or defend legal claims, and/or to perform a contract. Also, note that regulatory authorities in your country may implement laws, rules, or regulations that restrict your data protection rights.

If you become aware that a profile has been created about you without your consent or knowledge, you may contact us to request deletion of such account.

We Do Not Sell Your personal data

Cloudera does not "sell" your personal data (as the term "sale" or "sell" is defined under the US State Privacy Laws), and we will not do so without offering you the right to opt out of any such sale. You may exercise this right by updating your preferences in the cookie banner manager.

Data Privacy Complaints

Appeal a Denial of a Privacy Rights Request

You may request more information about a denial, in whole or in part, of your privacy rights request or appeal that denial by contacting us at privacy@cloudera.com.

How to Lodge a Complaint

To make a complaint about data privacy, please contact us at privacy@cloudera.com.

To help Cloudera address the issue effectively, please clearly state the following in your complaint:

- The specific data privacy complaint, along with as much detail as possible, including your country of residence, your understanding of the data privacy infringement and issue(s), and the redress requested;
- Your full name and how we can contact you; and
- Any previous correspondence with us on this specific data privacy issue.

Cloudera aims to resolve all issues in a timely manner and in accordance with applicable law. If there is any delay (such as where a more detailed investigation is required), we will try to keep in regular contact with you to ensure that we keep you informed of the progress on your matter.

Data Protection Authorities

If you are not satisfied with Cloudera's resolution of your complaint, you may have the right to lodge a complaint with the competent data protection authority of your country or region where you have your habitual residence or place of work or where an alleged infringement of applicable data protection law allegedly occurs.

Personal Data Processed on a B2B Customer's Behalf

If Cloudera processes personal data on behalf of an B2B on cloud customer pursuant to an executed privacy agreement, Cloudera has no direct relationship with the individuals whose personal data it processes. If you have a concern or would like to exercise a privacy right related to your personal data under these circumstances, please contact the relevant B2B customer (i.e., your employer) directly.

Use of this Site by Children

Cloudera's Site and Services are not intended for or directed to anyone under the age of 16 years. We do not knowingly collect personal data of individuals under the age of 16. If you are younger than 16, you should not register with us or use our Site or Services.

Changes to this Privacy Statement Cloudera periodically verifies that this Privacy Notice is accurate, up-to-date, and comprehensive. We may update and revise this Privacy Notice from time to time to reflect changes in our business activities, our data processing practices, and/or changes in applicable law. If we make material changes to this Privacy Notice, we will revise this Notice's "Last updated" date, and in some cases, we may provide you with a more prominent notice. We encourage you to review this Privacy Notice periodically to stay informed about our data processing practices.

How to Contact Us

If you have any questions about this Privacy Statement or need to contact us with any questions, complaints, or concerns about how Cloudera handles personal data, you may reach us as follows:

Postal Address

Cloudera, Inc.

Attn: Privacy

6220 America Center Drive, 5th Floor

San Jose, CA 95002

USA

Email

privacy@cloudera.com

Telephone

1-888-789-1488

Product & Service Data Policy

Last Updated: December 17, 2025

This Cloudera Product and Service Data Policy (“Data Policy”) describes Cloudera’s practices with respect to its collection, use, storage, and processing of data related to the Customer and the Customer’s use of Cloudera Products and Services in connection with the Enterprise Subscription Master Agreement, Order Form, and/or other agreements (“Agreement”) in place between the parties. “Cloudera” means Cloudera, Inc., and its subsidiaries and any Cloudera Affiliate. Cloudera may update this Data Policy from time to time to comply with Applicable Law, official guidelines or recommendations, and/or industry standards and best practices.

1. Definitions

1.1. Account Data

“Account Data” means the relevant business/corporate information about the Customer provided or generated by the Customer to create and administer the Customer’s account, which is necessary to receive Cloudera Products and Services and is required for Cloudera to (a) comply with Applicable Law; (b) conduct Cloudera’s business operations and activities; and (c) manage the business relationship with the Customer, including delivering Cloudera Products and Services, communicating updates and issues, and otherwise administering the Customer’s account for Cloudera Products and Services.

1.2. Applicable Law

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

1.3. Control Plane

“Control Plane” means the public cloud environment operated and managed by Cloudera for purposes of providing [Cloudera on cloud](#) to the Customer (i.e., the “On Cloud Customer”), and through which the On Cloud Customer can execute commands to the Workload Environment and which comprises the administrative service used by the On Cloud Customer’s administrator to manage environments, users, and Cloudera on cloud. The Control Plane processes Control Plane Data; it does not process Workload Data.

1.4. Control Plane Data

“Control Plane Data” means the authentication, logging, and audit information necessary to authenticate, authorize, log, and audit events of the On Cloud 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 name (optional), work email, user ID, and/or username, and the Customer’s group member ID (optional) and/or tenant ID).

1.5. Diagnostic and Telemetry Data

“Diagnostic and Telemetry Data” means statistical data, system usage data, telemetry data, configuration files, cluster types, web server configuration, software versions, application logs, service and system logs, security log files, troubleshooting data, metrics, and other metadata regarding the Customer’s use of Cloudera Products and Services.

1.6. 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 the Customer or its end users.

1.7. On-Premises/Private Cloud Environment

“On Premises/Private Cloud Environment” (i.e., “On Premises Environment”) means the on premise computing environment of the [Cloudera on premises customer](https://www.cloudera.com/products/cloudera-data-platform/private-cloud.html) (i.e., the “On Premises Customer”) <https://www.cloudera.com/products/cloudera-data-platform/private-cloud.html>, (a) which the Customer alone procures and sets up, manages, hosts, operates, and otherwise controls, and (b) in which the Customer deploys certain elements of Cloudera Products and Services and stores, manages, and otherwise processes the Customer’s data (i.e., “On Premises Data”).

1.8. Restricted or Prohibited Data

“Restricted or Prohibited Data” means data that (a) is inaccurate, illegal, harmful, obscene, pornographic, defamatory, racist, violent, offensive, harassing, or otherwise objectionable; (b) consists of an unauthorized disclosure of data or information; (c) violates or infringes any third party’s rights; (d) 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; (e) includes any (electronic) protected health information (“PHI”) regulated by the Health Insurance Portability and Accountability Act; (f) includes any Cardholder Data, as stipulated in the Payment Card Industry Data Security Standard; and/or (g) contains information regulated by the International Traffic in Arms Regulations (“ITAR”) of the United States.

1.9. Technical Support Data

“Technical Support Data” means the information submitted by the Customer or that is otherwise necessary for Cloudera to provide Support Services to the Customer (e.g., Account Data, Diagnostic and Telemetry Data, and files, logs, images, and/or other information necessary to fulfill the support request, troubleshoot, and resolve any issue).

1.10. Usage Data

“Usage Data” means consumption data, general use or feature-specific use data, analytics information, and/or other metadata relating to, or generated by, the Customer’s interactions with and/or use of Cloudera Products and Services and collected by Cloudera’s first-party cookies, internal tools, and third-party service providers’ cookies, tracking technologies, and data analytics tools.

1.11. Workload Environment

“Workload Environment” means the On Cloud Customer’s public cloud environment necessary for Cloudera Online Services, namely, the environment (a) which the Customer alone procures from a separate third-party cloud service provider (“CSP”) and sets up, manages, operates, and otherwise controls, and (b) in which the Customer deploys certain elements of Cloudera Products and Services and processes Workload Data.

1.12. Workload Environment Data

“Workload Environment Data” (i.e., “Workload Data”) means any data submitted, uploaded, stored, hosted, managed, used, analyzed, or otherwise processed solely by the On Cloud Customer in or on the Customer’s Workload Environment.

For purposes of clarification, Account Data, Control Plane Data, Diagnostic and Telemetry Data, Technical Support Data, Usage Data, and Feedback Data do not include On Premises Data and/or Workload Environment Data. Undefined capitalized terms shall have the meaning ascribed to them in the Agreement.

2. Customer Account

2.1. In connection with Cloudera's delivery of Cloudera Products and Services under the Agreement, the Customer must create an account by providing Account Data. To the extent required by Applicable Law, the Customer warrants and guarantees that it has obtained, and grants to Cloudera, all rights, consents, permissions, and/or authorizations necessary to Cloudera for Cloudera to use Account Data.

2.2. The Customer shall (a) ensure that it creates only one account per end-user email address; (b) ensure that all Account Data is current, accurate, complete, and lawful at all times for the duration of the Agreement; (c) implement and maintain appropriate administrative, organizational, physical, and technical safeguards to ensure that Account Data is only used by the Customer and its authorized end user(s) and that the credentials associated with Account Data and Account Data itself remain confidential and secure; (d) 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; (e) monitor and control its end users (whom it designates and authorizes to create and use its account and who access its account); and (f) remain fully responsible for all activities that occur under its account.

2.3. Cloudera shall not be liable for any losses, damages, liability, expenses, or attorneys' fees that the Customer may incur as a result of an unauthorized user accessing or using the Customer's account with the end user's credentials, either with or without the Customer's knowledge and/or authorization, and regardless of whether the Customer has advised Cloudera of such unauthorized use. The 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. Notwithstanding the foregoing, Cloudera shall be liable if it is responsible for the unauthorized access or use of Customer's account by its failure to implement appropriate security measures. If the Customer or its end user loses access to the Customer's account or otherwise requests information about the account, Cloudera, in its sole discretion, reserves the right to request from the Customer or its end user any verification Cloudera deems necessary before restoring access to or providing information about such account.

3. Customer Responsibility

3.1. The Customer shall: (a) be responsible for the technical operation of Cloudera Products and Services, including ensuring that API calls the Customer makes to any Cloudera Online Service are compatible with then-current APIs for Cloudera Online Services; (b) comply with Applicable Law in its use of Cloudera Products and Services; (c) lawfully possess any data it provides or makes available to Cloudera; and (d) not disclose, provide, or make available to Cloudera (i) any Workload Data and/or On Premises Data, and/or (ii) any Restricted and Prohibited Data, and if the Customer violates subsection 3.1(d), Cloudera shall have no liability or obligations whatsoever under the Agreement relating to such data, notwithstanding anything to the contrary in Applicable Law.

3.2. In addition, the Customer shall be responsible for (a) anonymizing, deidentifying, or redacting data to the extent the Customer deems it reasonable to do so, and (b) properly handling notices sent to the Customer by a third party claiming that the Customer is violating such third party's rights.

4. Acceptable Use

The Customer shall not: (a) use, or encourage, promote, facilitate, or instruct others to use, Cloudera Products and Services for any illegal, harmful, or offensive activities; (b) transmit, store, display, distribute, or otherwise make available content that is illegal, harmful, or offensive, or that constitutes Restricted or Prohibited Data, with Cloudera Products and Services; (c) 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; (d) make network connections to any users, hosts, or networks, unless the Customer has permission to communicate with them; (e) use Cloudera Products and Services to transmit spam, bulk, or unsolicited communications; (f) use Cloudera Products and Services to violate a third party's rights; (g) use Cloudera Products and Services to process data, except as permitted or required by Applicable Law and in accordance with such law; (h) 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; and/or (i) mine cryptocurrency with Cloudera Product and Services.

5. On Premises Customer

5.1. The On Premises Customer shall be solely responsible for (a) implementing and maintaining all physical, technical, administrative, and organizational measures to ensure the confidentiality, integrity, availability, and resiliency of the On Premises Environment and any data therein (i.e., the On Premises Data), and (b) the retention and back up of On Premises Data. The On Premises Customer expressly assumes the risks associated with the foregoing responsibilities.

5.2. To deliver Cloudera Products and Services, Cloudera does not and cannot (a) host, manage, or access the On Premises Environment; or (b) access or process any On Premises Data. Cloudera shall not be responsible for and has no obligations or liability whatsoever with respect to the On Premises Environment and On Premises 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.

6. On Cloud Customer

6.1. Workload Environment. The On Cloud Customer shall be solely responsible for (a) implementing and maintaining all physical, technical, administrative, and organizational measures to ensure the confidentiality, integrity, availability, and resiliency of the Workload Environment and Workload Data, (b) the retention and back up of Workload Data, and (c) the relationship with its third-party CSP. The On Cloud Customer expressly assumes the risks associated with the foregoing responsibilities

6.2. To deliver Cloudera Products and Services, Cloudera does not (a) host or manage the Workload Environment; or (b) access or process any Workload Data. 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.

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

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

6.3.2. By accessing or using the Control Plane, the Customer authorizes and permits, or otherwise grants its authorization and all necessary rights and licenses to, Cloudera to use, copy, store, transmit, modify, display, and otherwise process Control Plane Data in connection with Cloudera Products and Services. The Customer shall own all rights, title, and interest in and to the Control Plane Data, subject to this Data Policy. Cloudera shall handle Control Plane Data in accordance with Applicable Law and the Agreement and process the end-user data associated with Control Plane Data as a controller, unless the Parties agree otherwise.

6.4. Shared Responsibility. Security and Compliance is a [shared responsibility](#) between Cloudera and the On Cloud Customer.

7. Diagnostics, Support, and Usage Information

7.1. General. In relation to Cloudera Products and Services, Cloudera utilizes Diagnostic and Telemetry Data, Technical Support Data, and Usage Data to (a) find, diagnose, and fix problems or errors or debug to identify and repair errors; (b) anticipate, identify, and mitigate issues or threats; (c) provide guidance on the optimization of Cloudera Products and Services; (d) understand the operation, use, or consumption of Cloudera Products and Services; (e) verify, maintain and/or ensure the health, quality, safety, security, integrity, and performance of Cloudera Products and Services; (f) improve, upgrade, or enhance Cloudera Products and Services; and (g) conduct any other lawful business purpose (collectively, "Business Purposes").

7.1.1. Cloudera shall have a royalty-free right and license to use, copy, store, transmit, modify, create derivative works of, and display the Diagnostic and Telemetry Data and Technical Support Data to provide Cloudera Products and Services in accordance with the Agreement and, upon taking commercially reasonable steps to prevent the use of identifying information, to pursue its lawful Business Purposes, which exclude the selling or sharing of such data to a third party.

7.12. Cloudera is and shall remain the sole owner of any Usage Data and shall own all rights, title, and interest, including all Intellectual Property Rights, therein. Usage Data may include redacted, obfuscated, pseudonymized, anonymized, de-identified, or aggregated data.

7.2. Diagnostics and Telemetry. Cloudera Products and Services contain a diagnostic and telemetry functionality as their default configuration to generate and transmit Diagnostic and Telemetry Data to Cloudera. If the Customer's policies prohibit the automatic sending of such reports, the Customer may change the diagnostic and telemetry function in Cloudera Products and Services to disable regular automatic reporting or to report data only on the submission of a support ticket; provided, however, that the 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).

7.2.1. For the On Premises Customer, the Diagnostic and Telemetry Data is contained within a diagnostic bundle. Cloudera utilizes the information from cluster registration and reports generated by the diagnostic bundle to confirm that the Customer's use of Cloudera Products and Services is consistent with the Order Form. For more information on the diagnostic function and how to send reports manually, please refer to the Documentation [here](#).

8. Feedback Data

Cloudera shall own all rights, title, and interest, including all Intellectual Property Rights, in Feedback Data and 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. The 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, inter alia, to enhance, upgrade, optimize, and improve Cloudera Products and Services and to develop new functionalities and features, without restriction. Any Feedback Data from the Customer is provided "as is", and the Customer disclaims any and all warranties whatsoever therein.

9. Safeguards

Taking into account 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. For more information on Cloudera's security measures, visit the [Cloudera Trust Center](https://trust.cloudera.com/) <https://trust.cloudera.com/>.

Annex II of Exhibit A-1

Subscription Metrics

Last updated October 23, 2025

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

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

“Capacity Under Management” means the total Usable Capacity allocated to one or more Storage Volumes used by the Cloudera Products, measured in Terabytes. This includes any storage used by Cloudera 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.

“Cloudera 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.

"Cloudera GPU Unit" or "CGU" means the unit of measure applied by Cloudera for pricing purposes to Customer's use of certain Cloudera Products on Servers that use specific GPU models. The number of CGUs applied per GPU model is determined by Cloudera 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 [Cloudera 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.

“Gigabyte” or “GB” means 1,024 megabytes.

“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.

“Taikun Compute Unit” or “TCU” means a combination of the total Gigabytes of CPUs and RAM in Customer’s environment for use of Cloudera Taikun on premises and Cloudera Taikun on cloud.

“Terabyte” or “TB” means a terabyte, which equals 1,024 Gigabytes.

“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.

Annex III of Exhibit A-1

Training Terms 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.

Annex IV of Exhibit A

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](https://www.cloudera.com/services-and-support/support-lifecycle-policy/product-name-changes.html) <https://www.cloudera.com/services-and-support/support-lifecycle-policy/product-name-changes.html>.

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 <https://www.cloudera.com/legal/commercial-terms-and-conditions/cloudera-support-policy-all-other.html> and as Appendix 1 of this Annex IV. In addition, the [Support Lifecycle policy](https://www.cloudera.com/services-and-support/support-lifecycle-policy.html) here <https://www.cloudera.com/services-and-support/support-lifecycle-policy.html> and as Appendix 2 of this Annex IV applies to all Cloudera Products.

Further, the SLAs as set forth [here](https://www.cloudera.com/legal/terms-and-conditions/cdp-public-cloud-sla.html) <https://www.cloudera.com/legal/terms-and-conditions/cdp-public-cloud-sla.html> and Appendix 3 of this Annex IV apply to Customer's use of Cloudera on cloud products; and the SLAs set forth [here](https://www.cloudera.com/legal/terms-and-conditions/octopai-by-cloudera-platform-sla.html) <https://www.cloudera.com/legal/terms-and-conditions/octopai-by-cloudera-platform-sla.html> and Appendix 4 of this Annex IV 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 SELECT SUBSCRIPTION: Resources dedicated 24x7 until a resolution or workaround is in place as soon as is commercially reasonable.	FOR STANDARD SUBSCRIPTION: Designated resources that are available during Business Hours. Ability to provide necessary diagnostic information. FOR BUSINESS/BUSINESS 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.	A major error within a Cloudera software product that severely impacts the customer's use of this product for production purposes, such as the loss of production data or where production systems are down or not functioning, and no work around exists.
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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.
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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

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](https://docs.cloudera.com/documentation/other/Licenses/topics/Third-Party-Licenses.html) <https://docs.cloudera.com/documentation/other/Licenses/topics/Third-Party-Licenses.html>. 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.

Appendix 1 of Annex IV of Exhibit A-1

CLOUDERA SUPPORT SERVICES POLICY

Last updated August 20, 2024

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 all of Cloudera products except Cloudera Data Platform products. Support Services for Cloudera Data Platform products are provided according to the policy set forth at [Cloudera Support Services Policy https://www.cloudera.com/legal/commercial-terms-and-conditions/cloudera-support-policy.html](https://www.cloudera.com/legal/commercial-terms-and-conditions/cloudera-support-policy.html) and as Annex IV. In addition, the [Support Lifecycle policy https://www.cloudera.com/services-and-support/support-lifecycle-policy.html](https://www.cloudera.com/services-and-support/support-lifecycle-policy.html) and as Appendix 2 of Annex V applies to all Cloudera Products.

2. Definitions.

“8x5 Support” means Cloudera will deliver Support Services during Business Hours.

“24x7 Support” means Cloudera will deliver Support Services for 24 hours per day, 7 days per week.

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

“Business Hours” means the 8-hour time period selected by Customer upon registration in the Cloudera support portal.

“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.

“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).

“Support Contact” means designated Customer personnel with Cloudera support portal accounts and 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., 8x5 or 24x7) 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 and when it was observed;
- (b) The step-by-step process to reproduce the problem;
- (c) Error messages and/or signatures associated with the problem;
- (d) A current diagnostic data bundle generated from Cloudera Manager when opening the case;
- (e) Any additional data available or required as determined by Cloudera including, but not limited to, stack traces, configuration settings and related information; and
- (f) Information necessary to classify the severity level of the issue.

Once the problem is resolved, Cloudera will contact Customer to confirm problem 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.

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: (a) identifying, diagnosing and fixing errors in Cloudera Products and (b) recovering Cloudera Products from failures and troubleshooting of issues.
- (b) Problem diagnosis and resolution including: (a) problem isolation and diagnosis of errors in the Cloudera Products and (b) 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. 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.

6. Severity Levels.

Upon receipt of a properly submitted support case, Cloudera shall prioritize such support case in accordance with the severity levels defined below. 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 24x7 Support Services or 8x5 Support Services.

CASE SEVERITY DEFINITIONS			
CASE SEVERITY	CLOUDERA RESPONSIBILITIES	CUSTOMER RESPONSIBILITIES	DEFINITION

S1	FOR 8x5 SUBSCRIPTION: Resources dedicated during Business Hours until a resolution or workaround is in place as soon as is commercially reasonable. FOR 24x7 SUBSCRIPTION: Resources dedicated 24x7 until a resolution or workaround is in place as soon as is commercially reasonable.	FOR 8x5 SUBSCRIPTION: Designated resources that are available during Business Hours. Ability to provide necessary diagnostic information. FOR 24x7 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.	A major error within a Cloudera Product that severely impacts the Customer's use of this product for production purposes, such as the loss of production data or where production systems are down or not functioning and no work around exists.
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S2	FOR 8x5 SUBSCRIPTION: Resources available during Business Hours until a resolution or workaround is in place as soon as is commercially reasonable. FOR 24x7 SUBSCRIPTION: Resources dedicated 24x7 until a resolution or workaround is in place as soon as is commercially reasonable.	FOR 8x5 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 24x7 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.	An error within a Cloudera 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 Product is exposed to potential loss or interruption of service.
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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. All S1 and S2 Support cases with workarounds as well as requests for administrative assistance will become S3 cases.
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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.
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7. Service Level Agreement (SLA)

Support Services will be provided in accordance with initial response and update frequency targets based on a case's severity level as set forth below. The SLA also varies depending on whether the Customer has a subscription entitling the Customer to 24x7 Support Services, 8x5 Support Services, or Premium Support Services.

SUPPORT SLA*		
CASE SEVERITY	INITIAL RESPONSE TARGET 24x7 SUBSCRIPTION	UPDATE FREQUENCY TARGET 24x7 SUBSCRIPTION
S1	Within 1 hour	Updated every 4 hours
S2	Within 2 hours	Updated every Business Day

S3	Within 8 hours	Updated every 3 Business Days
S4	Within 24 hours	None
CASE SEVERITY	INITIAL RESPONSE TARGET 8x5 SUBSCRIPTION	UPDATE FREQUENCY TARGET 8x5 SUBSCRIPTION
S1	Within 1 Business Hours	Updated every 4 Business Hours
S2	Within 2 Business Hours	Updated every Business Day
S3	Within 8 Business Hours	Updated every 3 Business Days
S4	Within 2 Business Days	None

PREMIUM SERVICES	SUPPORT	
CASE SEVERITY	INITIAL RESPONSE TARGET 24x7 SUBSCRIPTION	UPDATE FREQUENCY TARGET 24x7 SUBSCRIPTION
S1	15 minutes	Updated every 2 hours
S2	Within 2 hours	Updated every Business Day
S3	Within 8 hours	Updated every 3 Business Days
S4	Within 24 hours	None

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](https://docs.cloudera.com/documentation/other/Licenses/topics/Third-Party-Licenses.html). <https://docs.cloudera.com/documentation/other/Licenses/topics/Third-Party-Licenses.html>. 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.

Appendix 2 of Annex IV of Exhibit A-1 Support Lifecycle Policy

Support Lifecycle Policy

<https://www.cloudera.com/services-and-support/support-lifecycle-policy.html>

This policy provides important information regarding the life cycle of Cloudera product releases, including the projected dates when each release is expected to be declared End of Support.

The dates provided in this policy are intended for general planning purposes and are not intended to supersede any of Cloudera's contractual commitments; and further, the dates associated with the Cloudera product releases set forth in this policy page are solely intended to generally describe Cloudera's product direction. Dates are provided for informational purposes only and Cloudera makes no commitments to deliver any of the described releases for any Cloudera product. The development and timing of any release referenced in this policy page remain at the sole discretion of Cloudera and should not be relied upon in connection with making any purchasing decisions.

Note: Key definitions associated with the Cloudera Support Lifecycle Policy are provided in [Appendix 1](#).

Note: For eligible customers, Limited Support for CDH versions 6.2 and 6.3 and HDP version 3.1 will be provided during the six-month period (i) starting on January 1, 2022, and ending on June 30, 2022, for HDP products and (ii) beginning on April 1, 2022, and ending on September 30, 2022, for CDH products. See the terms associated with this [Limited Support offering](#) <https://www.cloudera.com/legal/policies/limited-support-policy.html>.

Note: As of February 11, 2025, Cloudera has updated the names of various of its products as referenced in this Support Lifecycle Policy and associated documents. To view the mapping of the new product names to the prior names, see the [Product Name Changes](#) <https://www.cloudera.com/services-and-support/support-lifecycle-policy/product-name-changes.html> page.

Cloudera Support Lifecycle Policy

The Cloudera Support Lifecycle Policy outlines the Support Services guidelines for Cloudera Products.

Each Major and Minor Release will be supported until the applicable End of Support Date for such release. Selected versions of the Cloudera Base on premises product will be designated as Long Term Support. For more information please see the [Long Term Support Policy](#) <https://www.cloudera.com/services-and-support/support-lifecycle-policy/cloudera-long-term-support-release-policy.html> and [Long Term Support FAQ](#), <https://www.cloudera.com/services-and-support/support-lifecycle-policy/cloudera-long-term-support-release-policy/cloudera-long-term-support-release-policy-faqs.html>. Select version of the Cloudera on cloud product will be designated as Long Term Support. For more information please see the [Long Term Support Policy - Cloudera on cloud](#) <https://www.cloudera.com/legal/policies/support-lifecycle-policy/cloudera-long-term-support-release-policy-for-public-cloud.html>. Select versions of Cloudera Data Services on cloud (formerly, CDP Public Cloud, Data Services) products will be supported for six months. For more information please see the [Cloudera Data Services on cloud \(formerly, Cloudera Data Services - Public Cloud Support\) FAQ](#).

Current End of Support (EoS) Dates,

<https://www.cloudera.com/services-and-support/support-lifecycle-policy/public-cloud-support-faq.html>

The following tables specify the planned End of Support Schedule for Cloudera products. All future dates are provided for planning purposes only and are subject to change, but with the expectation that dates may move later but will not move earlier. In each case, the projected EoS Date can be considered to be the last day of the month specified in the table below.

Cloudera platform (formerly, Cloudera Data Platform [CDP])

Release	GA Date	EoS Date	Long Term Support
7.3.2	Q1 2026 (estimated)	Q2 2032 (estimated)	
7.3.1	December 2024	December 2026	

Cloudera on cloud (formerly, CDP Public Cloud)

Release	GA Date	EoS Date		Long Term Support

Cloudera on cloud 7.2.18	April 2024	Sept 2026		
Cloudera on cloud 7.2.17	June 2023	June 2025		
Cloudera on cloud 7.2.16	Jan 2023	June 2024		
Cloudera on cloud 7.2.15	May 2022	November 2023		
Cloudera on cloud 7.0.x - 7.2.11, 7.2.14	various	March 2023		

Cloudera on cloud 7.2.12	November 2021	May 2023		
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Cloudera Data Services on cloud (formerly, CDP Public Cloud, Data Services)

Description	Full Support	End of Support	End of Support *Exception	End of Life	Product Sunset
Documentation					X
Knowledge Base					X

Case Creation		X		X	X
SLOs	As contracted	X	As contracted	X	X
Customer can Escalate		X	As contracted	X	X
Root Cause Analysis (RCA)		X	As contracted	X	X
Cumulative HOTFIX	! In-place upgrade to latest release	! Side-car upgrade to latest release	! Side-car upgrade to latest release	X	X

Notes: End of Support Exception.

Cloudera cannot address underlying Kubernetes issues that the CSP has deemed EOS.
Beside Documentation & Knowledge Base articles the only mechanism to assist customers will be upgrades to the latest release. This will vary based on the data service.
Upgrades during End of Support Exceptions will be restricted to customer-driven side-car migrations only

Product Timeline

Full Support	End of Support Exception*	End of Life
6 months	Until Kubernetes EoS	6 months

Existing versions EOS dates

Cloudera on Cloud - Spark Runtime

Runtime version on cloud	Data Lake support	End of support	Long-term support	Notes

Spark 2.4.8	Up to 7.2.18	September 2026		Deprecated (will only receive bug fixes and security patches)
Spark 3.2.3	Up to 7.2.18	September 2026		Deprecated
Spark 3.3.x	Up to 7.2.18	September 2026		Deprecated
Spark 3.5.x	Starting from 7.2.18	Will follow Data Lake support policy		

Note:

This applies to Spark running in Cloudera Data Engineering and Cloudera AI

Cloudera Data Flow for Cloudera on cloud (CDF-PC)

CDF-PC Release	GA Date	EoS Date

2.11	September 2025	March 2026
2.10	April 2025	October 2025
2.9.0	October 2024	April 2025
2.8.0 - 2.8.0 HF2	May 2024	November 2024
2.7.0	January 2024	July 2024
2.6.0 - 2.6.1	Various	April 2024

2.5.0 HF1-HF2	Various	December 2023
2.4.0 - 2.4.1 HF1	Various	September 2023
2.3.0 - 2.3.0 HF3	Various	July 2023
1.x - 2.2.0 HF4	various	May 2023

Cloudera AI Workbench

CML-PC Release	GA Date	EOS Date
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2.0.52	July 2025	January 2026
2.0.50	April 2025	October 2025
2.0.47	January 2024	July 2025
2.0.46	September 2024	March 2025
2.0.45	April 2024	November 2024
2.0.43	January 2024	July 2024

2.0.41	October 2023	April 2024
2.0.40	July 2023	January 2024
2.0.38	April 2023	December 2023
2.0.36-H3	March 2023	December 2023
2.0.36	February 2023	July 2023
2.0.22 - 2.0.34	various	May 2023

CLOUDERA AI INFERENCE

CAII-PC Release	GA Date	EoS Date
1.5.0	April 2025	October 2025
1.2.0	October 2024	April 2025

CLOUDERA AI REGISTRY

CAIR-PC Release	GA Date	EoS Date

1.8.0	April 2025	October 2025
1.0-1.7	Various	October 2025

CLUSTERA ON CLOUD - DATA ENGINEERING (CDE)

CDE-PC Release	GA Date	EoS Date
1.25.0	November 2025	May 2026
1.24.1	June 2025	December 2025

1.23.1	February 2025	July 2025
1.23.0	November 2024	May 2025
1.22.0	July 2024	January 2025
1.21.0	May 2024	November 2024
1.20.3	February 2024	August 2024
1.19.4	December 2023	July 2024

1.19.3	December 2023	July 2024
1.19.2	June 2023	April 2024
1.19.0	May 2023	April 2024
1.18.3	April 2023	April 2024
1.18.1	January 2023	October 2023
1.18.0	November 2022	June 2023

1.17	September 2022	June 2023
1.16	July 2022	June 2023

Cloudera on cloud - Data Warehouse (CDW)

CDW-PC Release	Release Date	EoS Date
1.11.3	December 2025	June 2026
1.11.2	November 2025	May 2026
1.11.1	October 2024	April 2026

1.10.3	August 2025	February 2026
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DBT Adapters

DBT Release	Release Date	EoS Date
1.9.0	February 2025	December 2025
1.8.0	November 2024	May 2025
1.7.0	May 2024	March 2025
1.6.0 & Below	April 2024	January 2025

Cloudera ML Runtimes

Definitions

Cloudera	ML	Runtime	Variant
The combination of ML Runtime Editor, Kernel, and Edition specifies an ML Runtime Variant. For example, (JupyterLab, Python 3.10, Standard).			

Cloudera	ML	Runtime	Version
The minor version of a Cloudera ML Runtime Variant. For example, 2023.08.			

Cloudera	ML	Runtime	Maintenance	Version
As needed for critical bug fixes and security issues. For example, 2023.08.2.				

Support Policy

Cloudera documents End of Maintenance (EoM) dates for ML Runtime Variants. The EoM dates are aligned with the variant's kernel's upstream [security support](#). End of Support (EoS) dates are set to 6 months after the EoM dates. The dates provided apply to all ML Runtime Versions for the ML Runtime Variant.

ML Runtime Variant				
Editor	Kernel	Edition	EoM	EoS
PBJ Workbench	Python 3.13	Standard	Oct 2029	Apr 2030
PBJ Workbench	Python 3.13	NVIDIA GPU	Oct 2029	Apr 2030
JupyterLab	Python 3.13	Standard	Oct 2029	Apr 2030

JupyterLab	Python 3.13	NVIDIA GPU	Oct 2029	Apr 2030
PBJ Workbench	Python 3.12	Standard	Oct 2028	Apr 2029
PBJ Workbench	Python 3.12	NVIDIA GPU	Oct 2028	Apr 2029
JupyterLab	Python 3.12	Standard	Oct 2028	Apr 2029
JupyterLab	Python 3.12	NVIDIA GPU	Oct 2028	Apr 2029
PBJ Workbench	Python 3.11	Standard	Oct 2027	Apr 2028
PBJ Workbench	Python 3.11	NVIDIA GPU	Oct 2027	Apr 2028
JupyterLab	Python 3.11	Standard	Oct 2027	Apr 2028
JupyterLab	Python 3.11	NVIDIA GPU	Oct 2027	Apr 2028

Workbench	Python 3.10	Standard	Oct 2026	Apr 2027
PBJ Workbench	Python 3.10	NVIDIA GPU	Oct 2026	Apr 2027
PBJ Workbench	Python 3.10	Standard	Oct 2026	Apr 2027
JupyterLab	Python 3.10	NVIDIA GPU	Oct 2026	Apr 2027
JupyterLab	Python 3.10	Standard	Oct 2026	Apr 2027
JupyterLab	Python 3.9	NVIDIA GPU	Oct 2025	Apr 2026
JupyterLab	Python 3.9	Standard	Oct 2025	Apr 2026
PBJ Workbench	Python 3.9	NVIDIA GPU	Oct 2025	Apr 2026
PBJ Workbench	Python 3.9	Standard	Oct 2025	Apr 2026

Workbench	Python 3.9	NVIDIA GPU	Oct 2025	Apr 2026
Workbench	Python 3.9	Standard	Oct 2025	Apr 2026
JupyterLab	Python 3.8	NVIDIA GPU	Oct 2024	Apr 2025
JupyterLab	Python 3.8	Standard	Oct 2024	Apr 2025
PBJ Workbench	Python 3.8	NVIDIA GPU	Oct 2024	Apr 2025
PBJ Workbench	Python 3.8	Standard	Oct 2024	Apr 2025
Workbench	Python 3.8	NVIDIA GPU	Oct 2024	Apr 2025
Workbench	Python 3.8	Standard	Oct 2024	Apr 2025
JupyterLab	Python 3.7	NVIDIA GPU	Jun 2023	Dec 2023

JupyterLab	Python 3.7	Standard	Jun 2023	Dec 2023
PBJ Workbench	Python 3.7	NVIDIA GPU	Jun 2023	Dec 2023
PBJ Workbench	Python 3.7	Standard	Jun 2023	Dec 2023
Workbench	Python 3.7	NVIDIA GPU	Jun 2023	Dec 2023
Workbench	Python 3.7	Standard	Jun 2023	Dec 2023
PBJ Workbench	R 4.5	Standard	Apr 2026	Sep 2026
JupyterLab	R 4.5	Standard	Apr 2026	Sep 2026
PBJ Workbench	R 4.4	Standard	Apr 2025	Sep 2025
Workbench	R 4.4	Standard	Apr 2025	Sep 2025

PBJ Workbench	R 4.3	Standard	Apr 2024	Sep 2024
Workbench	R 4.3	Standard	Apr 2024	Sep 2024
PBJ Workbench	R 4.1	Standard	Sep 2023	Mar 2024
Workbench	R 4.1	Standard	Sep 2023	Mar 2024
PBJ Workbench	R 4.0	Standard	Sep 2023	Mar 2024
Workbench	R 4.0	Standard	Sep 2023	Mar 2024
PBJ Workbench	R 3.6	Standard	Sep 2023	Feb 2024
Workbench	R 3.6	Standard	Sep 2023	Feb 2024

Support Matrix

Description	Full Support	End of Maintenance	End of Support
Documentation			
Knowledge Base			
Software			
Download			
Case Creation			X

Customer can Escalate			X
Root Cause Analysis (RCA)			X
Cumulative HOTFIX		Limited (no kernel updates)	X

Cloudera on premises (formerly, CDP Private Cloud)

Cloudera on premises (formerly, CDP Private Cloud Base)

Release	GA Date	EoS Date	Long Term Support
Cloudera Base on premises 7.1.9	September 2023	October 2028	

Cloudera Base on premises 7.1.8	August 2022	August 2024	
Cloudera Base on premises 7.1.7	August 2021	August 2025	
Cloudera Base on premises 7.1.6	March 2021	March 2024	
Cloudera Base on premises 7.1- 7.1.5	May 2020	May 2023	
Cloudera Base on premises 7.0	November 2019	November 2022	

For Spark runtimes, CDS 3.3 (Cloudera Distribution of Apache Spark) in Cloudera on-premises 7.1.9 will be deprecated in August 2026. However, all other Spark runtimes will follow the Base EOL timeline.

Cloudera Manager End of Service dates no longer align with the corresponding Cloudera on premises or Cloudera Enterprise releases as of Cloudera Manager 7.11.3. Please review the Cloudera Manager section on this page for more information.

CDH and Cloudera Base on premises clusters managed by Cloudera Manager may reach End of Service prior to the End of Service the Cloudera Manager version itself. Using a newer Cloudera Manager version does not extend the lifetime of a CDH or Cloudera on premises version.

7.1.6 has been extended till March 2024

Cloudera Data Services on premises (formerly, CDP Private Cloud Data Services)

Release	GA Date	EoS Date
1.5.5	June 6, 2025	June 2026
1.5.4	May 30, 2024	December 2025
1.5.3	Mar 5, 2024	March 2025
1.5.2	Nov 2, 2023	November 2024
1.5.1	Jun 14, 2023	October 2024

1.5.0 & Below	Jan 24, 2023	October 2024
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Cloudera Data Flow Products (formerly Cloudera DataFlow ["CDF"] for CDP)

Cloudera Data Flow Management (CDF-CFM) for Cloudera on premises

Release	GA Date	EoS Date
CDF-CFM 2.1.7	June 2024	September 2027
CDF-CFM 2.1.5-2.1.6	December 2022	August 2025
CDF-CFM 2.1.0-2.1.4	April 2021	April 2024

CDF-CFM 2.0	July 2020	July 2023
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Cloudera Edge Management (CDF-CEM) (formerly, CDP Edge Management)

Release	GA Date	EoS Date
CDF-CEM 2.1	March 2024	March 2026
CDF-CEM 2.0	October 2023	April 2025
CDF-CEM 1.6	July 2023	July 2025

CDF-CEM 1.5	February 2023	February 2025
CDF-CEM 1.4	April 2022	April 2024
CDF-CEM 1.3	October 2021	October 2023
CDF-CEM 1.2	June 2020	June 2023
CDF-CEM 1.1	October 2019	October 2022
CDF-CEM 1.0	April 2019	April 2022

Cloudera Streaming (formerly, CDP Streaming Edition)

Cloudera Streaming Analytics (CSA)

Release	GA Date	EoS Date	Long Term Support
CSA 1.15	April 2025	April 2027	
CSA 1.14	December 2024	September 2025	
CSA 1.13	August 2024	August 2026	
CSA 1.12	February 2024	November 2024	

CSA 1.11	September 2023	September 2025	
CSA 1.10	June 2023	March 2024	
CSA 1.9	February 2023	February 2025	
CSA 1.8	September 2022	September 2024	
CSA 1.7	May 2022	May 2024	
CSA 1.6	December 2021	December 2023	

Version

Version

PBJ Workbench	Python 3.12	Standard	Oct 2028	Apr 2029
PBJ Workbench	Python 3.12	NVIDIA GPU	Oct 2028	Apr 2029
JupyterLab	Python 3.12	Standard	Oct 2028	Apr 2029
JupyterLab	Python 3.12	NVIDIA GPU	Oct 2028	Apr 2029
PBJ Workbench	Python 3.11	Standard	Oct 2027	Apr 2028
PBJ Workbench	Python 3.11	NVIDIA GPU	Oct 2027	Apr 2028
JupyterLab	Python 3.11	Standard	Oct 2027	Apr 2028
JupyterLab	Python 3.11	NVIDIA GPU	Oct 2027	Apr 2028
Workbench	Python 3.10	Standard	Oct 2026	Apr 2027

PBJ Workbench	Python 3.10	NVIDIA GPU	Oct 2026	Apr 2027
PBJ Workbench	Python 3.10	Standard	Oct 2026	Apr 2027
JupyterLab	Python 3.10	NVIDIA GPU	Oct 2026	Apr 2027
JupyterLab	Python 3.10	Standard	Oct 2026	Apr 2027
JupyterLab	Python 3.9	NVIDIA GPU	Oct 2025	Apr 2026
JupyterLab	Python 3.9	Standard	Oct 2025	Apr 2026
PBJ Workbench	Python 3.9	NVIDIA GPU	Oct 2025	Apr 2026
PBJ Workbench	Python 3.9	Standard	Oct 2025	Apr 2026
Workbench	Python 3.9	NVIDIA GPU	Oct 2025	Apr 2026

Workbench	Python 3.9	Standard	Oct 2025	Apr 2026
JupyterLab	Python 3.8	NVIDIA GPU	Oct 2024	Apr 2025
JupyterLab	Python 3.8	Standard	Oct 2024	Apr 2025
PBJ Workbench	Python 3.8	NVIDIA GPU	Oct 2024	Apr 2025
PBJ Workbench	Python 3.8	Standard	Oct 2024	Apr 2025
Workbench	Python 3.8	NVIDIA GPU	Oct 2024	Apr 2025
Workbench	Python 3.8	Standard	Oct 2024	Apr 2025
JupyterLab	Python 3.7	NVIDIA GPU	Jun 2023	Dec 2023
JupyterLab	Python 3.7	Standard	Jun 2023	Dec 2023

PBJ Workbench	Python 3.7	NVIDIA GPU	Jun 2023	Dec 2023
PBJ Workbench	Python 3.7	Standard	Jun 2023	Dec 2023
Workbench	Python 3.7	NVIDIA GPU	Jun 2023	Dec 2023
Workbench	Python 3.7	Standard	Jun 2023	Dec 2023
PBJ Workbench	R 4.5	Standard	Apr 2026	Sep 2026
JupyterLab	R 4.5	Standard	Apr 2026	Sep 2026
PBJ Workbench	R 4.4	Standard	Apr 2025	Sep 2025
Workbench	R 4.4	Standard	Apr 2025	Sep 2025
PBJ Workbench	R 4.3	Standard	Apr 2024	Sep 2024

Workbench	R 4.3	Standard	Apr 2024	Sep 2024
PBJ Workbench	R 4.1	Standard	Sep 2023	Mar 2024
Workbench	R 4.1	Standard	Sep 2023	Mar 2024
PBJ Workbench	R 4.0	Standard	Sep 2023	Mar 2024
Workbench	R 4.0	Standard	Sep 2023	Mar 2024
PBJ Workbench	R 3.6	Standard	Sep 2023	Feb 2024
Workbench	R 3.6	Standard	Sep 2023	Feb 2024

Support Matrix

Description	Full Support	End of Maintenance	End of Support

Documentation			
Knowledge Base			
Software			
Download			
Case Creation			X
Customer can Escalate			X

Root Cause Analysis (RCA)			X
Cumulative HOTFIX		Limited (no kernel updates)	X

Cloudera Manager

Release	GA Date	EoS Date
7.13.1	December 2024	December 2028
7.11.3	September 2023	July 2026

7.10.1 & Below	August 2022	August 2025
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Cumulative Hotfixes will stop being produced 6 months before a release of Cloudera Manager reaches its End of Support (EoS) date.

Customer Hotfixes (A.K.A Patches) will be available until a version of Cloudera Manager has reached its End of Support (EoS) date.

Upgrades to Cloudera Manager are designed to be completed without stopping the cluster or its workloads, eliminating the need for a maintenance window.

Cloudera Operators for Kubernetes

Cloudera Streaming Analytics - Kubernetes Operator

Release	GA Date	EoS Date
Cloudera Streaming Analytics Kubernetes Operator 1.4	November 2025	April 2026
Cloudera Streaming Analytics Kubernetes Operator 1.3	June 2025	December 2025

Cloudera Streaming Analytics Kubernetes Operator 1.2	March 2025	September 2025
Cloudera Streaming Analytics Kubernetes Operator 1.1	October 2024	April 2025
Cloudera Streaming Analytics Kubernetes Operator 1.0	July 2024	January 2025

Cloudera Streams Messaging - Kubernetes Operator (formerly, CDP Streams Messaging)

Release	GA Date	EoS Date
Cloudera Streams Messaging Kubernetes Operator 1.5	November 2025	April 2026
Cloudera Streams Messaging Kubernetes Operator 1.4	July 2025	January 2026

Cloudera Streams Messaging Kubernetes Operator 1.3	March 2025	September 2025
Cloudera Streams Messaging Kubernetes Operator 1.2	December 2024	June 2025
Cloudera Streams Messaging Kubernetes Operator 1.1	September 2024	March 2025
Cloudera Streams Messaging Kubernetes Operator 1.0	June 2024	December 2024

Cloudera Flow Management - Kubernetes Operator

Release	GA Date	EoS Date
Cloudera Flow Management Operator 2.11	September 2025	May 2026

Cloudera Flow Management Operator 2.10	April 2025	December 2025
Cloudera Flow Management Operator 2.9	October 2024	July 2025
Cloudera Flow Management Operator 2.8	June 2024	December 2024

Cloudera Applications

Cloudera Data Visualization (formerly, CDP Data Visualization)

Release	GA Date	EoS Date
CDV 8.0	January 2025	July 2026

CDV 7.2	January 2024	July 2025
CDV 7.1	February 2023	August 2024
CDV 7.0	May 2022	November 2023
CDV 6.4	May 2022	October 2023
CDV 6.3	July 2021	January 2023
CDV 6.2	October 2020	April 2022

CDV 5.1	July 2020	January 2022
Arcadia Enterprise (all versions)	–	March 2022

Cloudera Observability on premises (formerly, Cloudera Observability On-Premises)

Release	GA Date	EoS Date
3.6.2	September 2025	September 2028
3.5.3	November 2024	September 2027
3.5.2	August 2024	August 2026
Legacy Products		

Cloudera Distribution of Hadoop (CDH)

Cloudera Data Science Workbench

Release	EoS Date
Cloudera Data Science Workbench - 1.10	May 2024
Cloudera Data Science Workbench - 1.9	September 2022
Cloudera Data Science Workbench - 1.7 - 1.8	March 2022
Cloudera Data Science Workbench - 1.5 - 1.6	March 2022

Cloudera Data Science Workbench - 1.0 - 1.4	December 2020
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Cloudera Enterprise products

Release	GA Date	EoS Date
Cloudera Enterprise 6.3	July 2019	March 2022
Cloudera Enterprise 6.2	March 2019	March 2022
Cloudera Enterprise 6.1	December 2018	December 2021

Cloudera Enterprise 6.0	August 2018	August 2021
Cloudera Enterprise 5.16	November 2018	December 2020
Cloudera Enterprise 5.15	June 2018	December 2020
Cloudera Enterprise 5.14	January 2018	December 2020
Cloudera Enterprise 5.13	October 2017	October 2020
Cloudera Enterprise 5.12	July 2017	July 2020

Cloudera Enterprise 5.11	April 2017	April 2020
Cloudera Enterprise 5.10	January 2017	January 2020
Cloudera Enterprise 5.9	October 2016	October 2019
Cloudera Enterprise 5.8 and earlier 5.x releases	July 2016 and earlier	August 2019
Cloudera Enterprise 4.7 and earlier 4.x releases	May 2014 and earlier	May 2015

Cloudera Manager End of Service dates align with the corresponding CDP or Cloudera Enterprise release that included a particular Cloudera Manager version.

CDH and CDP Private Cloud Base clusters managed by Cloudera Manager may reach End of Service prior to the End of Service the Cloudera Manager version itself. Using a newer Cloudera Manager version does not extend the lifetime of a CDH or CDP version.

Cloudera Flow Management (CDF-CFM) for CDH

Release	GA Date	EoS Date
CDF-CFM 1.1	May 2020	May 2023
CDF-CFM 1.0	April 2019	April 2022

Cloudera Streams Processing (CDF-CSP)

Release	GA Date	EoS Date
CDF-CSP 2.0	August 2019	August 2023

CDF-CSP 1.0	July 2019	September 2022
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Cloudera Altus (Platform as a service)

The end-of-support date is the last day of the month specified in the table below.

Release	GA Date	EoS Date
Altus (current)	May 2017	July 2020

Solr (Lucidworks)/Cloudera HDP Search

The end-of-support date is the last day of the month specified in the table below.

Release	EoS Date
Solr (Lucidworks)/ Cloudera HDP Search 1.0 through 4.0	December 31, 2020

Cloudbreak

The end-of-support date is the last day of the month specified in the table below.

Release	EoS Date
Cloudbreak (all versions)	December 31, 2021

Workload Experience Manager (WXM)

Release	GA Date	EoS Date

WXM 2.2.1	October 2021	October 2024
WXM 2.2.2	February 2022	February 2025
WXM 2.3.0	January 2023	February 2025

[Hortonworks Data Platform \(HDP\)](#)

The end-of-support date is the last day of the month specified in the table below.

Release	GA Date	EoS Date
HDP 3.1	December 2018	December 2021
HDP 3.0	July 2018	July 2021

HDP 2.6	April 2017	December 2020
HDP 2.5	August 2016	August 2019
HDP 2.4	March 2016	March 2019
HDP 2.3	July 2015	July 2018

Hortonworks DataFlow (HDF)

Release	GA Date	EoS Date
HDF 3.5	April 2021	April 2023
HDF 3.4	March 2019	March 2022

HDF 3.3	November 2018	September 2021
HDF 3.2	August 2018	August 2021
HDF 3.1	February 2018	March 2021
HDF 3.0	June 2017	June 2020
HDF 2.1	December 2016	December 2019
HDF 1.2	March 2016	March 2019

HDF 1.1	December 2015	December 2018
HDF 1.0	September 2015	September 2018

[Hortonworks Cybersecurity Platform \(HCP\)](#)

The end-of-support date is the last day of the month specified in the table below.

Release	GA Date	EoS Date
HCP 1.0	September 2017	September 2020

[Hortonworks DataPlane Service Platform \(DPS Platform\)](#)

The end-of-support date is the last day of the month specified in the table below.

Release	GA Date	EoS Date

DPS Platform 1.3	March 2020	March 2023
DPS Platform 1.2	August 2018	August 2021
DPS Platform 1.1	May 2018	May 2021
DPS Platform 1.0	October 2017	October 2020

[Hortonworks Data Lifecycle Manager \(DLM\)](#)

The end-of-support date is the last day of the month specified in the table below.

Release	GA Date	EoS Date
DLM 1.5	July 2019	July 2022
DLM 1.4	March 2019	March 2022
DLM 1.3	December 2018	December 2021
DLM 1.2	October 2018	October 2021
DLM 1.1	May 2018	May 2021

DLM 1.0	October 2017	October 2020
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[Hortonworks Data Steward Studio \(DSS\)](#)

The end-of-support date is the last day of the month specified in the table below.

Release	GA Date	EoS Date
DSS 1.6	October 2019	October 2022
DSS 1.5	May 2019	May 2022
DSS 1.4	March 2019	March 2022

DSS 1.3	December 2018	December 2021
DSS 1.2	September 2018	September 2021
DSS 1.0	May 2018	May 2021

[Hortonworks Streams Messaging Manager \(SMM\)](#)

The end-of-support date is the last day of the month specified in the table below.

Release	GA Date	EoS Date
SMM 2.0	September 2019	September 2022

SMM 1.2	February 2019	February 2022
SMM 1.1	October 2018	October 2021
SMM 1.0	August 2018	August 2021

[Hortonworks Streaming Analytics Manager \(SAM\)](#)

The end-of-support date is the last day of the month specified in the table below.

Release	GA Date	EoS Date
SAM 1.0	August 2018	August 2021

[Hortonworks Data Analytics Studio \(DAS\)](#)

The end-of-support date is the last day of the month specified in the table below.

Release	GA Date	EoS Date
DAS 1.4	October 2019	October 2022
DAS 1.3	July 2019	July 2022
DAS 1.2	December 2018	December 2021
DAS 1.1	November 2018	November 2021
DAS 1.0	September 2018	September 2021

Appendix 3 of Annex IV of Exhibit A-1

Cloudera Service Level Agreement For Cloudera on Cloud

<https://www.cloudera.com/legal/terms-and-conditions/cdp-public-cloud-sla.html>

Last Updated November 5, 2025

This Cloudera Service Level Agreement for Cloudera on cloud (the “SLA”) describes Cloudera’s service level commitments with respect to availability of Cloudera on cloud (the “Service”). This SLA may be updated by Cloudera from time to time upon written notice, which notice for this purpose may be provided via email, by updating the SLA within the Service or by posting an updated version of this SLA at: <https://www.cloudera.com/legal/terms-and-conditions/cdp-public-cloud-sla.html>. Any updates will be effective on the date that Cloudera first provides notice of such updates via any means.

Capitalized terms not defined in this SLA have the meaning given to them in the Cloudera Online Services Terms of Service available at: <https://www.cloudera.com/legal/terms-and-conditions/cloudera-online-services-terms.html>, including any policies or terms incorporated therein by reference (the “TOS”).

1. DEFINITIONS. As used in this SLA, the following terms have the meanings set forth below. Other terms may be defined in the context of their use elsewhere in this SLA or in the TOS.

1.1 **“Applicable Monthly Credits”** means the total Cloudera cloud credits (“Credits”) consumed by Customer in connection with its use of the Service in a Month in which there is an SLA Failure.

1.2 **“Cloudera Management Console”** is the administrative service layer of Cloudera on cloud through which Customer’s administrators can manage, monitor, and orchestrate all other Cloudera on cloud services from a single control plane, as further described in Cloudera’s published documentation for the Service (the “Documentation”).

1.3 **“Downtime”** means the total minutes the Service is unavailable in a Month. A minute will be considered “unavailable” if it is part of a span of five (5) minutes or more during which all of Customer’s continual attempts to access the Cloudera Management Console fail. Downtime does not include partial minutes of unavailability.

1.4 **“Month”** means a Cloudera billing month, which is the period beginning on the 26th day of a calendar month and ending on the 25th day of the following calendar month.

1.5 **“Monthly Uptime Percentage”** is the result of the following calculation: Total Month Minutes less Downtime divided by Total Month Minutes.

1.6 **“Total Month Minutes”** means the total minutes in a Month.

2. TARGET AVAILABILITY. Cloudera will use commercially reasonable efforts to make the Service available with a Monthly Uptime Percentage of at least 99.9% (the “Target Availability”).

3. SLA FAILURES AND SLA CREDITS. If a Customer’s ability to use the Service fails to meet the Target Availability in a given Month (an “SLA Failure”), then, subject to the terms and conditions of Sections 4 and 5 below, as Customer’s sole and exclusive remedy for such SLA Failure, Cloudera will apply the applicable number of Credits as set forth in Table A below (“SLA Credits”) toward Customer’s usage of the Service in the Month following the Month in which Cloudera approves a Customer claim of an SLA Failure. SLA Credits may not be exchanged for, or converted to, monetary amounts. SLA Credits will not entitle Customer to any refund or any other payment from Cloudera. These SLA Credits must be used by the end of the Month that is two (2) Months after the Month in which they are available for use (for example, if the SLA Credits are made available to Customer on June 15th, they must be used by August 25th). Any unused SLA Credits will be forfeited.

Table A - SLA Credits based on Monthly Uptime Percentage

Monthly Uptime Percentage	SLA Credits
Under 99.9% but greater than or equal to 99.0%	10% of the Applicable Monthly Credits
Under 99.0% but greater than or equal to 95.0%	15% of the Applicable Monthly Credits
Under 95.0%	25% of the Applicable Monthly Credits

Example Calculation – In a certain Month, the Monthly Uptime Percentage for a particular customer is 98%. In such Month, this customer consumed 2,000 Credits. If this customer submits a claim for an SLA Failure in accordance with this SLA, and Cloudera approves such claim, then Cloudera will apply 300 (2,000 x 15%) SLA Credits toward Customer’s usage of the Service in the Month following the Month in which Cloudera approved the claim.

4. SLA CLAIMS PROCESS.

4.1 To be eligible to receive SLA Credits in connection with an SLA Failure, Customer must:

- (a) notify Cloudera within twenty-four (24) hours of experiencing any Downtime event by logging a support ticket with Cloudera in the Cloudera support portal;
- (b) submit a claim to Cloudera regarding the alleged SLA Failure (an “SLA Claim”) by logging a support ticket with Cloudera in the Cloudera support portal within one (1) Month from the end of the Month in which Customer claims the SLA Failure occurred,
- (c) include with such SLA Claim, (i) information identifying support tickets previously logged with Cloudera in accordance with Section 4.1(a) above that relate to the alleged SLA Failure and (ii) the amount of SLA Credits Customer is claiming for the Month; and
- (d) reasonably cooperate with Cloudera in Cloudera’s review, investigation and processing of the SLA Claim.

4.2 Cloudera will evaluate information reasonably available to it regarding the SLA Claim and will determine whether or not SLA Credits are owed to Customer in accordance with this SLA within thirty (30) business days of its receipt of the SLA Claim.

5. EXCLUSIONS.

5.1 Scheduled Maintenance

Cloudera performs maintenance of, and implements changes and updates to, the Service on a continual basis, generally with no impact to the availability of the Service. If, however, Cloudera anticipates that maintenance activity may impact the availability of the Service, Cloudera will use commercially reasonable efforts to provide Customer with notification at least seventy-two (72) hours in advance of such maintenance activity, except that, in the case that Cloudera identifies a critical security issue requiring immediate attention, Cloudera may, in its discretion, perform the necessary maintenance activities with less advance notice in order to promptly address the critical security issue (“**Scheduled Maintenance**”). With such notice, Cloudera will make efforts to provide Customer with basic information regarding the expected impact of Scheduled Maintenance, if any, as well as the start time and expected duration of the Scheduled Maintenance. Cloudera will make commercially reasonable efforts to limit Scheduled Maintenance to a maximum of four (4) hours in duration. For these purposes, Cloudera may provide notice of Scheduled Maintenance by email, by presenting such notice to Customer within the Service or by other reasonable means aimed at providing Customer information about an upcoming Scheduled Maintenance.

Any unavailability of the Service due to Scheduled Maintenance will not be considered Downtime under this SLA.

5.2 Other Exclusions.

5.2.1 Cloudera will have no liability for any failure to meet Target Availability to the extent that such failure arises from:

- (a) use of the Service by Customer other than (i) as authorized under Customer’s agreement with Cloudera governing Customer’s access to and use of the Service (the “**Governing Agreement**”) or (ii) as set forth in applicable Documentation;
- (b) use of products, services and/or systems not provided to Customer by Cloudera (for example, hardware, software or services procured separately by Customer, including without limitation, identity management and authentication systems and services, and cloud infrastructure environments for Customer workloads);
- (c) factors outside of Cloudera’s reasonable control (including, but not limited to, natural disaster, war, acts of terrorism, pandemics, government action, or Internet access);
- (d) evaluation, trial or proof of concept use of the Service;
- (e) preview features to which Cloudera may provide Customer with access for evaluation or beta testing purposes;
- (f) Cloudera’s suspension and/or termination of Customer’s right to access or use the Service in accordance with the Governing Agreement;
- (g) actions taken or not taken by Customer within its Service account, such as actions related to permissions, network access, quotas or resource availability within the Workload Environment, including Customer workload accounts therein, which may impact the functionality of the Service;

(h) Customer's use of the Service after Cloudera has advised Customer to modify, alter or suspend its use of the Service, if Customer did not comply with the actions that Cloudera advised the Customer to take; or

(j) any action performed by Customer with the intent of disrupting the Service or defeating access controls implemented by Cloudera within the Service (including, without limitation, unauthorized penetration or other testing of the Service).

5.2.2 Cloudera has no responsibility under this SLA for the availability of, or any issues related to, the Workload Environment (as defined in the TOS) or any Customer workload accounts in the Workload Environment.

5.2.3 Cloudera has no responsibility under this SLA for the availability of, or any issues related to, Cloudera Taikun on cloud.

Appendix 4 of Annex IV of Exhibit A-1

Cloudera Service Level Agreement (SLA) For Octopai by Cloudera Platform Last Updated February 11, 2025

<https://www.cloudera.com/legal/terms-and-conditions/octopai-by-cloudera-platform-sla.html>

This Cloudera Service Level Agreement for Octopai by Cloudera Platform (the “SLA”) describes Cloudera’s service level commitments with respect to availability of Octopai by Cloudera Platform (the “Service”). This SLA may be updated by Cloudera from time to time upon written notice, which notice for this purpose may be provided via email, by updating the SLA within the Service or by posting an updated version of this SLA at: <https://www.cloudera.com/legal/terms-and-conditions/octopai-by-cloudera-platform-sla.html>. Any updates will be effective on the date that Cloudera first provides notice of such updates via any means.

Capitalized terms not defined in this SLA have the meaning given to them in the Cloudera Online Services Terms of Service available at: <https://www.cloudera.com/legal/terms-and-conditions/cloudera-online-services-terms.html>, including any policies or terms incorporated therein by reference (the “TOS”).

Overview

Measure	Metric	Standard	Description of SLA/Comments
System Uptime	Percentage of system availability	99.95% uptime, excluding scheduled maintenance	Measured per calendar month and excluding nine (9) off-Business Hours of maintenance per calendar quarter
Support and Service Availability	Support hours and channel	Local Customer time zone Monday to Friday, 9 AM to 5 PM, via email	Email response for general questions within 24 hours. See below response time on Issues.

Response time for Issues	Severity level 1 Response Time	100% response Within twenty-four (24) hours	Mission Critical - Inoperable: The software is non-functional, impeding the customer's ability to utilize the product. Priority level determined by Cloudera.
	Severity Level 2 Response Time	100% response within five (5) Business Days	Significant Impact - Major Impediment: A substantial issue hinders the customer's full utilization of the product. A provisional workaround may be provided pending complete resolution.
	Severity Level 3 Response Time	100% response within thirty (30) Business Days	Inconvenience - Minor Disruption: A minor disturbance affects the customer's interaction with the product, yet the customer retains access to the product's functions and capabilities.

Major outage and Security Breach Communication	Cloudera time to notify Customers	Within twenty four (24) hours	Upon identifying an issue hindering the customer's use of the product, Cloudera will promptly inform the customer's main contacts via email, emphasizing our commitment to practical communication and resolution efforts.
Metadata Refresh	Frequency	Metadata refresh frequency may be established at intervals ranging from weekly or less frequently	The process shall be configured and automated to facilitate metadata updates in accordance with the chosen frequency.

Target Availability

Cloudera will use commercially reasonable efforts to make the Service available with an uptime of 99.5% of each calendar month (“Target Availability”).

Service Uptime will be calculated according to the following formula:

$$\text{“Service Uptime”} = ((\text{Total Time} - \text{Service Downtime}) / \text{Total Time}) \times 100$$

“Total Time” means the total minutes in that calendar month.

“Service Downtime” means the time in minutes that Customer could not access the Service during that calendar month, subject to the exclusions listed below.

For the avoidance of doubt, ‘access’ to the Service means a User’s successful authentication and access to the user interface of the console for the Service.

Exclusion

The calculation of Service Uptime will not include unavailability to the extent due to:

Customer’s use of the Service in a manner not authorized in the TOS or in a manner that is inconsistent with the Documentation,

General internet problems, force majeure events or other factors outside of Cloudera's reasonable control,

Customer’s equipment, software, network connections or other infrastructure,

Third party systems, acts or omissions, or (e) Scheduled Maintenance or reasonable emergency maintenance.

“Scheduled Maintenance” means Cloudera’s scheduled routine maintenance. Scheduled Maintenance will not exceed twenty (20) hours per month and Cloudera will use commercially reasonable efforts to perform Scheduled Maintenance only in four (4) hour blocks of time on Saturday or Sunday.

Annex V of Exhibit A-1 Documentation

Documentation links:

Main page: <https://docs.cloudera.com/>

<https://docs.cloudera.com/?tab=cdp-public-cloud>

<https://docs.cloudera.com/?tab=cdp-private-cloud-base>

<https://docs.cloudera.com/?tab=cdp-private-cloud-data-services>

<https://docs.cloudera.com/?tab=kubernetes-operators>

<https://docs.cloudera.com/?tab=applications>

Diagnostics and Functionality:

<https://docs.cloudera.com/cdp-private-cloud-base/7.1.9/monitoring-and-diagnostics/topics/cm-asset-reports.html>

Archive- <https://docs-archive.cloudera.com/>

Annex VI of Exhibit A-1

Third Party Software

THIRD-PARTY SOFTWARE NOTICES:

1. General Notice

Cloudera products contain third-party software, which means the copyrighted, patented, or otherwise legally protected software of third parties that is incorporated in Cloudera products. Third-party suppliers make no representation nor warranty with respect to such third-party software or any portion thereof. Third-party suppliers assume no liability for any claim that might arise with respect to such third-party software, nor for a customer's use of or inability to use the third-party software.

2. Open Source Source Code Requests

The following notice applies to all components identified in the Cloudera Product Notice files:

Copyright Notice: The products or components covered by Cloudera notice files are subject to copyright owned by Cloudera, the Apache Software Foundation, or other third parties, as applicable. The licenses referenced in the applicable notice file, does not extend to any trademarks, logos or other proprietary material of Cloudera.

Source Code Offer: To the extent required by the license associated with a third-party software package, Cloudera, Inc. will provide a copy of the source code upon request and at a reasonable fee. All requests must be made in writing to: **Cloudera, Inc., ATTN: Legal Dept.**, with an electronic copy emailed to LegalNotices@Cloudera.com and should include: (i) the name and version number of the covered binary, (ii) the version number of the Cloudera product containing the covered binary, (iii) your name, (iv) your company or organization name (if applicable), (v) the license under which the source code must be provided, and (vi) your return mailing and email address (if available).

3. Version Applicability and Disclosure

The URLs listed in the table below lists the notice file and applicable components for the latest versions of Cloudera Products. These terms apply to dependant on the version of the Product selected by the Buyer at Call Off Stage.

If the Buyer elects to deploy an earlier or later supported version, the specific notice file for that specific version shall apply. Buyers may access the full notice text, including detailed dependency lists and individual license terms, via:

- **Digital Documentation:** <https://docs.cloudera.com>
- **Legal Repository:** <https://www.cloudera.com/legal/third-party-licenses.html>
- **In-Product Reference:** Notice files are included within the applicable software distribution.

Notice files and specific third-party license disclosures applicable to the Cloudera products offered on G-Cloud 15 are here <https://docs.cloudera.com/application-resources/latest/Licenses/topics/Third-Party-Licenses.html> and provided in more detail in the table below.

Cloudera Product	URL to Notice
Cloudera Data Platform - Public Cloud	https://docs.cloudera.com/application-resources/latest/Licenses/topics/ctpl_cdppc_overview.html
Cloudera Base on premises	https://docs.cloudera.com/application-resources/latest/Licenses/topics/ctpl_cdpdc_overview.html
Cloudera Streaming on Premise	https://docs.cloudera.com/application-resources/latest/Licenses/topics/ctpl_cdp-streaming-edition.html
Cloudera Stream Processing	https://docs.cloudera.com/application-resources/latest/Licenses/topics/ctpl_csp.html
Cloudera Streaming Analytics	https://docs.cloudera.com/application-resources/latest/Licenses/topics/ctpl_csa.html
Cloudera Data Platform - Private Cloud Base Edition	https://docs.cloudera.com/application-resources/latest/Licenses/topics/ctpl_cdpdc_overview.html
Cloudera Data Services on premises	https://docs.cloudera.com/application-resources/latest/Licenses/topics/ctpl_cdppvcexp_overview.html
Cloudera Data Hub Edition	https://docs.cloudera.com/application-resources/latest/Licenses/topics/ctpl_cdh_overview.html
Cloudera HDP Enterprise	https://docs.cloudera.com/application-resources/latest/Licenses/topics/ctpl_hdp3.html

Note on Versioning: As the software is subject to continuous improvement and security patching, the specific third-party components may be updated during the term of the G-Cloud 15 Framework. Buyers may request the then-current notice file for their specific deployment version at any time by contacting their Cloudera Account Executive or visiting the static repository at: www.cloudera.com/legal/third-party-licenses

(<https://docs.cloudera.com/application-resources/latest/Licenses/topics/Third-Party-Licenses.html>)

Exhibit B

CLUDERA ORDER FORM SUPPLEMENTAL TERMS

Last updated February 11, 2025

These supplemental terms, including the applicable subscription specific terms and service specific terms (collectively, the “Supplement”), form part of the Order Form entered into between Cloudera and Customer, or Cloudera and Authorized Partner, as applicable, and apply solely to Customer’s use of and/or access to the Cloudera product subscription(s) and/or service(s) purchased under such Order Form (each a “Cloudera Offering”). Except as expressly set forth herein, in the event of any conflict between the terms of the Supplement and the Agreement, the terms of this Supplement will prevail for purposes of the applicable Order Form. In the event of any conflict between the terms of the Supplement and the terms of the Order Form, the terms of the Order Form will prevail solely for purposes of such Order Form.

1. DEFINITIONS.

The definitions specified in this section apply to the Cloudera Offering(s) purchased under the Order Form.

1.1 “AGPL v3.0” means the GNU Affero General Public License, Version 3.0, the terms of which are available at: <https://www.cloudera.com/legal/terms-and-conditions/gnu-affero-general-public-license.html> and Annex 1 of Exhibit B.

1.2 “Agreement” or “Governing Agreement” means (i) the current, valid, mutually executed or otherwise affirmatively accepted agreement between Customer and Cloudera, or between Cloudera and Authorized Partner, as applicable, the subject matter of which is the Cloudera Offering(s) set forth in the Order Form and, if such agreement has expired, it will be deemed extended such that it remains valid for the Subscription Period specified in the Order Form, or (ii) if no such agreement exists, the applicable terms and conditions found at <https://www.cloudera.com/legal/commercial-terms-and-conditions.html> and as Schedule 1 of these Supplier Terms.

1.3 “Apache License” means the Apache License, Version 2.0, the terms of which are available at: <https://www.apache.org/licenses/LICENSE-2.0.txt> and Annex 2 of Exhibit B.

1.4 “Authorized Partner” means a reseller, a distributor, a managed service provider, or an original equipment manufacturer authorized by Cloudera to resell Cloudera Offerings.

1.5 “Cloudera Products” means the Cloudera offerings as follows: (i) for Cloudera’s on-premise offerings, Subscriptions to use the applicable Cloudera on-premise offering identified in the Order Form, together with the associated Support Services, during the Subscription Period, and (ii) for Cloudera’s hosted, cloud-based offerings, the right to use the Cloudera Online Service identified in the Order Form during the Subscription Period.

1.6 “Cloudera Software” means the software that is included in the Cloudera Products, including software that is distributed to Customer as part of Cloudera’s on-premises offerings, the hosted software that is part of a Cloudera Online Service, or any software distributed to Customer as part of and/or to enable the delivery of Cloudera Online Services (including software deployed to a Workload Environment and/or On-Premise/Private Cloud Environment, as such terms are defined in the Cloudera Product & Service Data Policy).

1.7 “CSL” means the Cloudera Standard License in effect as of the Order Form effective date, the terms of which are available at Exhibit F of these Supplier Terms and here: <https://www.cloudera.com/legal/terms-and-conditions/cloudera-standard-license.html>.

1.8 “Metrics,” means the license usage, subscription metrics, and/or support entitlement metrics necessary to meter Customer’s usage of Cloudera Products and Services (as defined in the Order Form) for purposes of ensuring compliance with its contractual obligations, conducting billing and invoicing, planning migrations and upgrades, and otherwise managing Customer’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 the following link: <https://www.cloudera.com/legal/commercial-terms-and-conditions/cloudera-licensed-metrics.html>. (Also included in these Supplier Terms at Annex II of Exhibit A-1).

1.9 “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 Cloudera 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 purposes of interpreting the Agreement despite subsequent modifications by Cloudera prior to distribution to Customer.

1.10 “Subscription” means a Cloudera Offering that provides Customer 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.

1.11 “Subscription Period” means the period of time for which Customer is purchasing and will be entitled to the benefits of the applicable Subscription as identified in the Order Form.

1.12 “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 Cloudera to Customer. Third-Party Software includes Open Source Software.

2. CLOUDERA TRADEMARKS AND LICENSE KEYS. For the avoidance of doubt, the Agreement does not permit Customer to distribute: (i) any license keys provided by Cloudera for the purpose of enabling specific features or functionality, which keys are Cloudera Confidential Information, or (ii) Cloudera Products or any of their components using Cloudera’s trademarks, regardless of whether they have been modified. The “Cloudera” trademark is a registered or unregistered trademark of Cloudera in various countries. To the extent Cloudera Products or their components are subject to an open source license, which permits Customer to redistribute the Cloudera Products or the components, Customer may do so only if Customer removes all occurrences of Cloudera trademarks and logos in such Cloudera Products and components. Modifying Cloudera Products may: (i) corrupt the Cloudera Products, and (ii) adversely affect Cloudera’s ability to provide technical support and software maintenance for the Cloudera Products.

3. SUPPORT POLICY. Notwithstanding any contrary term of the Agreement, the Support Policy at <https://www.cloudera.com/legal/commercial-terms-and-conditions/cloudera-support-policy.html> and (also included in these Supplier Terms at Annex IV of Exhibit A-1), applies to Customer’s Subscription(s) specified in the Order Form.

4. COMPUTE/STORAGE VARIABLE FEES. Line items in the Order Form including the label “Storage” or “Compute” reflect variable fees based on the hardware configuration across Customer’s cluster or environment. The fees above are based on Customer’s computation and storage capacity as of the effective date of the Order Form. If Customer’s computation or storage capacity exceeds the threshold amounts specified in such line items (the “Capacity Limitations”) at any time during the Subscription Period, the applicable variable fees for such excess computation or storage capacity will apply. A zero (0) value indicates that the variable fees do not apply as of the effective date of the Order Form, where such zero (0) value is due to (i) Customer’s computation or storage capacity being below the Capacity Limits, (ii) promotional pricing under which these fees are waived, (iii) negotiated or contract pricing that waives or does not include these fees, or (iv) Customer and Cloudera otherwise agreeing that these fees do not apply. Customer will report to Cloudera any hardware upgrades that occur during the Subscription Period which result in any increase in capacity in excess of the Capacity Limitations and may be required to pay any associated fees for such increase.

5. WITHHOLDING TAX. Notwithstanding any contrary term of the Agreement, if Customer is required to pay any withholding tax, charge or levy with respect to payments to Cloudera (“Withholding Taxes”), Customer agrees to gross up payments actually made to Cloudera such that Cloudera receives sums due in full and free of any deduction of any such Withholding Taxes, subject to Cloudera providing documentation to support the lowest legal withholding rate under the applicable double tax treaty. Cloudera will cooperate with Customer to enable Customer to pay the lowest legal withholding rate by providing any available tax documents in its possession to support the lowest applicable withholding rate.

6. SUSPENSION RIGHTS. In addition to any of its other rights or remedies (including, without limitation, any termination rights) under the Order Form or the Agreement, Cloudera reserves the right to suspend provision of Services and/or Support

Services to Customer (i) if Customer is more than thirty (30) days overdue on any payment obligation in connection with the Order Form (including due to any over deployments of Cloudera Products); (ii) if Cloudera deems such suspension necessary due to Customer's breach of applicable use restrictions in connection with Cloudera Products; or (iii) as required by law or at the request of governmental entities. If suspension is due to past due amounts under (i) above, the applicable Services and/or Support Services will be resumed and/or restored upon receipt by Cloudera of all overdue amounts. No suspension under this paragraph will (a) relieve Customer from complying with any of Customer's obligations under the Order Form, including applicable payment obligations or (b) extend any Subscription Periods.

7. NON-CANCELLABLE, NON-REFUNDABLE. Notwithstanding any contrary term of the Agreement, the Order Form is non-cancellable, and the fees are non-refundable.

8. POLICIES. The Cloudera Product & Service Data Policy ("Cloudera Product & Service Data Policy" or "Data Policy"), which describes Cloudera's collection, use, storage, and otherwise processing of data related to Customer (including any Customer Affiliate) and to Customer's use of Cloudera Products and Services in connection with the Agreement. The Cloudera Product & Service Data Policy can be found at the following link: <https://www.cloudera.com/legal/policies.html> (Also included in these Supplier Terms at Annex I of Exhibit A-1).

9. DIAGNOSTICS AND REPORTING. In an effort to gain a better understanding of our customers' Cloudera Product usage, proactively identify potential support issues, improve the delivery of Support Services, and enhance the usability of Cloudera Products, Cloudera Products are equipped with a diagnostic function. By default, this diagnostic function will periodically generate and securely transmit a report containing cluster-related metadata to Cloudera. If company policies prohibit the automatic sending of such a report, Customer may configure the diagnostic function to either disable automatic reporting or report only upon the filing of a Support Services ticket, provided that Customer agrees to manually send a report generated by the diagnostic function, at least once per calendar quarter, on or before the last day of each calendar quarter. Cloudera may use such reports to confirm that Customer's use of Cloudera Products is consistent with the Order Form. For more information on the diagnostic function and how to manually send reports, please refer to the following Cloudera Documentation link: <https://docs.cloudera.com/cdp-private-cloud-base/7.1.9/monitoring-and-diagnostics/topics/cm-asset-reports.html> (Also included in these Supplier Terms at Annex V of Exhibit A-1).

10. CLOUDERA OFFERINGS – SUBSCRIPTION SPECIFIC TERMS. The applicable terms at <https://www.cloudera.com/legal/commercial-terms-and-conditions/cloudera-order-form-supplemental-terms/subscription-specific-terms.html> and attached hereto as Exhibit B-1 also apply to Subscriptions of the particular Cloudera Offering(s) purchased by Customer under the Order Form. In the event of a conflict between such terms and any other part of this Supplement, such terms will prevail for purposes of such Cloudera Offering(s). Cloudera Offering(s) may be updated from time to time.

11. CLOUDERA OFFERINGS – SERVICE SPECIFIC TERMS. The applicable terms at <https://www.cloudera.com/legal/commercial-terms-and-conditions/cloudera-order-form-supplemental-terms/service-specific-terms.html> and attached hereto as Exhibit B-2 also apply to Services Cloudera Offering(s) purchased by Customer under the Order Form. In the event of a conflict between such terms and any other part of this Supplement, such terms will prevail for purposes of such particular Services.

12. CUSTOMER REFERENCES. Notwithstanding any different or contrary terms in the Agreement, (a) Cloudera shall have the right to include Customer's name and logo on Cloudera's website and other public customer lists, and (b) Customer agrees to cooperate with Cloudera, at Cloudera's reasonable request, on public content that describes Customer's election to use Cloudera Products and/or Services, including, but not limited to, press releases describing Customer's election to use the Cloudera Products and/or Services; and publication of a written or video success stories describing Customer's use of the Cloudera Products or Services.

13. PURCHASE NOT CONTINGENT ON FUTURE DEVELOPMENT PLANS. The fees herein are not contingent upon any future product development plans. Product development plans, including any timelines associated therewith, do not represent a commitment as to actual release of features or functions and should not be relied upon when making a purchase decision.

Customer acknowledges and agrees that the purchasing decisions related to the Order Form only relied on the current generally available product(s) listed herein.

Exhibit B-1

CLUSTER OFFERINGS SUBSCRIPTION SPECIFIC TERMS (Alphabetical Order)

Last updated October 13, 2025

In addition to the terms of the Agreement and Supplement, those Subscription specific terms below (displayed by selecting the Cloudera Offering name) for the Subscription Cloudera Offering(s) included in the Order Form apply to such Subscriptions:

CLUSTER AI

Customer acknowledges and agrees that its access to and use of the Cloudera AI product is also subject to the following additional terms:

(a) During the entirety of the Subscription Period for Cloudera AI ("Cloudera AI Term"), Customer must have a current valid Subscription for Cloudera Data Services on premises. Cloudera AI requires dedicated Cloudera Compute Units ("CCUs") that may be in excess of the CCU Subscriptions purchased under the Cloudera Data Services on premises Subscription, in which case Customer acknowledges and agrees that it has purchased Subscriptions for the applicable number of incremental CCUs under the Order Form or another applicable Order Form. In the event that the Subscription Period for the Cloudera Data Services on premises Subscription expires during the Cloudera AI Term, the Cloudera AI rights and licenses granted to Customer under the Order Form will immediately terminate and Customer will not be entitled to any refund of prepaid and unused fees in connection with Cloudera AI and the Order Form.

(b) Fees.

(i) Fees for Unique Identifier Blocks ("users") are non-cancelable and non-refundable, whether or not all Unique Identifiers are used during the Cloudera AI Term.

(ii) During the Cloudera AI Term, Customer may elect to add users that exceed the quantity of Unique Identifier Blocks included in the Subscription as set forth in the Order Form, and Customer shall notify Cloudera of its elected addition. In the event that during the Cloudera AI Term, Customer (i) elects to add Unique Identifier Blocks or (ii) exceeds the quantity of Unique Identifiers in a Unique Identifier Block included in the Subscription, the fees for applicable additional Unique Identifier Blocks will be calculated for the period commencing immediately upon the date when the Unique Identifiers increased (whether used or not). The Subscription Period of the additional Unique Identifier Blocks will be pro-rated such that it will terminate on the same date as the existing Cloudera AI Term.

(iii) Upon receipt of Customer's purchase order or Order Form for any additional Unique Identifier Blocks purchased, Cloudera will invoice Customer the applicable fees. Further, if during a Subscription Period Customer exceeds the quantity of Unique Identifiers in a Unique Identifier Block included in a Subscription as set forth in the Order Form, Cloudera will invoice the applicable fees.

(c) Cloudera may provide, or provide access to, optional software, such as accelerators for machine learning projects, Hugging Face Spaces, and AI models, which software constitutes reference AI projects ("Reference Projects"), that Customer may use for creating Customer's AI projects. Cloudera makes Reference Projects available "as is," without warranty or Support of any kind, and Cloudera is not liable to Customer in any way for Customer's use of Reference Projects. Customer acknowledges that use of Reference Projects may: (i) cause third party software (e.g., third-party large language models) to be downloaded into Customer's environment, and/or (ii) enable third-party services (e.g., third-party AI services) and

transmission of data and metadata to such third-party service providers. Customer’s use of Reference Projects is subject to all applicable license terms and/or terms of use, including any third-party license terms.

CLUSTERA BASE ON PREMISES

(a) The Support Services for Clusera Base on premises will be based on the support level(s) associated with the subscriptions purchased by Customer in this Order Form.

(b) Additional Entitlements provided with Clusera Base on premises. Clusera will also provide Customer with access to Clusera Observability Essential, a Clusera Online Service, subject to the terms applicable to Clusera Observability Essential specified in the Order Form.

CLUSTERA BASE ON PREMISES - DATA ENGINEERING EDITION

(a) In connection with Customer’s purchase of Clusera Base on premises - Data Engineering Edition, Clusera will provide Customer with access to download the software package(s) listed in the “Download Package” column of the table below; provided however, that Customer’s license and Support Service entitlements extend only to the software components listed in the “Clusera Base on premises - Data Engineering Edition Software” column of the table. For avoidance of doubt, although Customer may have access to download additional components as part of a Download Package, only the Clusera Base on premises - Data Engineering Edition Software components specified in the table below are licensed to Customer and supported by Clusera as part of Customer’s Subscription to Clusera Base on premises - Data Engineering Edition.

Download Package	Clusera Base on premises - Data Engineering Edition Software
Clusera Base on premises	Atlas, Avro, Clusera Manager, HDFS, Hive, Hue, Java KMS, Key HSM, Key Trustee Server, Livy, MapReduce, Oozie, Ranger, Ranger KMS, Search, Spark, Sqoop, YARN and Zookeeper

The Support Services for Clusera Base on premises - Data Engineering Edition are based on the support level associated with the Subscription purchased by Customer under the Order Form.

(b) Additional Entitlements provided with Clusera Base on premises - Data Engineering Edition. Clusera will also provide Customer with access to Clusera Observability Essential, a Clusera Online Service, subject to the terms applicable to Clusera Observability Essential specified in the Order Form.

CLUSTERA BASE ON PREMISES - DATA WAREHOUSE EDITION

(a) In connection with Customer's purchase of Cludera Base on premises - Data Warehouse Edition, Cludera will provide Customer with access to download the software package(s) listed in the "Download Package" column of the table below; provided, however, that Customer's license and Support Service entitlements extend only to the software components listed in the "Cludera Base on premises - Data Warehouse Edition Software" column of the table. For avoidance of doubt, although Customer may have access to download additional components as part of a Download Package, only the Cludera Base on premises - Data Warehouse Edition Software components specified in the table below are licensed to Customer and supported by Cludera as part of Customer's Subscription to Cludera Base on premises - Data Warehouse Edition.

Download Package	Cludera Base on premises - Data Warehouse Edition Software
Cludera Base on premises	Atlas, Avro, Cludera Manager, HBase, HDFS, Hive, Hue, Impala, Java Keystore, Key HSM, Key Trustee Server, Kudu, MapReduce, Navigator Encrypt, Oozie, Ranger, Ranger KMS, Sqoop, YARN and Zookeeper

The Support Services for Cludera Base on premises - Data Warehouse Edition are based on the support level associated with the Subscription purchased by Customer under the Order Form.

(b) Additional Entitlements provided with Cludera Base on premises – Data Warehouse Edition. Cludera will also provide Customer with access to Cludera Observability Essential, a Cludera Online Service, subject to the terms applicable to Cludera Observability Essential specified in the Order Form.

CLUSTERA BASE ON PREMISES - ESSENTIALS EDITION

(a) In connection with Customer's purchase of Cludera Base on premises - Essentials Edition, Cludera will provide Customer with access to download the software package(s) listed in the "Download Package" column of the table below; provided, however, that Customer's license and Support Services entitlements extend only to the software components listed in the "Cludera Base on premises - Essentials Edition Software" column of the table. For avoidance of doubt, although Customer may have access to download additional components as part of a Download Package, only the Cludera Base on premises - Essentials Edition Software components specified in the table below are licensed to Customer and supported by Cludera as part of Customer's Subscription to Cludera Base on premises - Essentials Edition.

Download Package	Cludera Base on premises – Essentials Edition Software
Cludera Base on premises	Atlas, Avro, Cludera Manager, HBase, HDFS, Hive, Hue, Impala, Java Keystore, Key HSM, Key Trustee Server, Kudu, MapReduce, Navigator Encrypt, Oozie, Ranger, Ranger KMS, Sqoop, YARN and Zookeeper

The Support Services for Cludera Base on premises - Essentials Edition are based on the support level associated with the Subscription purchased by Customer under the Order Form.

(b) Additional Entitlements provided with Cloudera Base on premises - Essentials Edition. Cloudera will also provide Customer with access to Cloudera Observability Essential, a Cloudera Online Service, subject to the terms applicable to Cloudera Observability Essential specified in the Order Form.

CLUSTERA BASE ON PREMISES - OPERATIONAL DATABASE EDITION

(a) In connection with Customer's purchase of Cloudera Base on premises - Operational Database Edition, Cloudera will provide Customer with access to download the software package(s) listed in the "Download Package" column of the table below; provided, however, that Customer's license and Support Services entitlements extend only to the software components listed in the "Cloudera Base on premises - Operational Database Edition Software" column of the table. For avoidance of doubt, although Customer may have access to download additional components as part of a Download Package, only the Cloudera Base on premises - Operational Database Edition Software components specified in the table below are licensed to Customer and supported by Cloudera as part of Customer's Subscription to Cloudera Base on premises - Operational Database Edition.

Download Package	Cloudera Base on premises - Operational Database Edition Software
Cloudera Base on premises	Accumulo, Atlas, Avro, Cloudera Manager, HBase, HDFS, Hive, Hue, Java KMS, Key HSM, Key Trustee Server, Knox, MapReduce, Navigator Encrypt, Oozie, Ranger, Ranger KMS, Search, Spark, Sqoop, YARN and Zookeeper

The Support Services for Cloudera Base on premises - Operational Database Edition are based on the support level associated with the Subscription purchased by Customer under the Order Form.

(b) Additional Entitlements provided with Cloudera Base on premises – Operational Database Edition. Cloudera will also provide Customer with access to Cloudera Observability Essential, a Cloudera Online Service, subject to the terms applicable to Cloudera Observability Essential specified in the Order Form.

CLUSTERA DATA SCIENCE WORKBENCH

Customer's access to and use of Cloudera Data Science Workbench is also subject to the following additional terms:

(a) During the entirety of the Subscription Period for Cloudera Data Science Workbench ("Cloudera Data Science Workbench Term"), Customer must have a current valid Node license or Support Subscription, as applicable, for Cloudera Base on premises, Cloudera Enterprise Data Hub, Cloudera Enterprise Data Engineering, or Hortonworks Data Platform Enterprise Plus ("Required Subscription"). Cloudera Data Science Workbench requires dedicated Nodes that may be in excess of the Node Subscriptions purchased under the Required Subscription, in which case Customer acknowledges and agrees that it has purchased Subscriptions for the applicable number of incremental Nodes under the Order Form or another applicable Order Form. In the event that the Subscription Period for the Required Subscription expires during the Cloudera Data Science Workbench Term, the Cloudera Data Science Workbench rights and licenses granted to Customer under the Order Form will immediately terminate and Customer will not be entitled to any refund of prepaid and unused fees in connection with Cloudera Data Science Workbench and the Order Form.

(b) Fees.

(i) Fees for Unique Identifier Blocks are non-cancelable and non-refundable, whether or not all Unique Identifiers are used during the Cloudera Data Science Workbench Term.

(ii) During the Cloudera Data Science Workbench Term, Customer may elect to add Unique Identifier Blocks that exceed the quantity of Unique Identifier Blocks included in the Subscription as set forth in the Order Form, and Customer shall notify Cloudera of its elected addition. In the event that during the Cloudera Data Science Workbench Term, Customer (i) elects to add Unique Identifier Blocks or (ii) exceeds the quantity of Unique Identifiers in a Unique Identifier Block included in the subscription, the fees for applicable additional Unique Identifier Blocks will be calculated for the period commencing immediately upon the date when the Unique Identifiers increased (whether used or not). The Subscription Period of the additional Unique Identifier Blocks will be pro-rated such that it will terminate on the same date as the existing Cloudera Data Science Workbench Term.

(iii) Upon receipt of Customer's purchase order or Order Form for any additional Unique Identifier Blocks purchased, Cloudera will invoice Customer the applicable fees. Further, if during a Subscription Period Customer exceeds the quantity of Unique Identifiers in a Unique Identifier Block included in a Subscription as set forth in the Order Form, Cloudera will invoice the applicable fees.

CLOUDERA DATA SERVICES ON PREMISES

(a) Subscription fees for Cloudera Data Services on premises are based on the applicable Support Service level purchased by the Customer and the computation capacity contained in the hardware configuration across Customer's cluster or environment. The fees associated with the Customer's computation capacity are measured in the Metric of Cloudera Compute Units that correspond to the computation capacity in Customer's cluster or environment. Customer's use of Cloudera AI Workbench included with the Subscription to Cloudera Data Services on premises is not permitted unless Customer has also purchased a Subscription for at least one (1) Cloudera AI User Pack or Admin User Pack.

(b) Additional Entitlements provided with Cloudera Data Services on premises. Cloudera will also provide Customer with access to Cloudera Observability Essential, a Cloudera Online Service, subject to the terms applicable to Cloudera Observability Essential specified in the Order Form.

CLOUDERA DATA SERVICES ON PREMISES – AI INFERENCE SERVICE

(a) Subscription fees for Cloudera Data Services on premises – AI Inference Service are based on the applicable Support Service level purchased by the Customer and the computation capacity contained in the hardware configuration across Customer's cluster or environment. The fees associated with the Customer's computation capacity are measured in the Metric of Cloudera Compute Units that correspond to the computation capacity in Customer's cluster or environment..

(b) In connection with Customer's purchase of Cloudera Data Services on premises – AI Inference Service, Cloudera will provide Customer with access to download a software package that includes more components than Cloudera Data Services on premises – AI Inference Service. Notwithstanding the foregoing, Customer's license and Support Service Subscription entitlements are limited to Cloudera Data Services on premises – AI Inference Service, and Customer's use of any other software components included with such download package is not permitted unless Customer has also purchased a Subscription for such components.

CLOUDERA DATA VISUALIZATION ON PREMISES - PLATFORM

Cloudera Data Visualization on premises - Platform is limited to use in conjunction with separately purchased Subscriptions of Cloudera Base on premises and/or Cloudera Data Services on premises.

CLOUDERA EDGE MANAGEMENT

Cloudera Edge Management is a Subscription for Cloudera Edge Flow Manager and MiNiFi software.

CLOUDERA FLOW MANAGEMENT

(a) Cloudera Flow Management Software. Cloudera will provide Customer with access to download the software packages listed in the “Download Package” column of the table below; provided, however, that Customer’s license and Support Service entitlements extend only to the software components listed under the “Cloudera Flow Management Software” column of the table. For avoidance of doubt, although Customer may have access to download additional components as part of a Download Package, only those software components specified in the table below are licensed and supported by Cloudera as part of Customer’s Subscription to Cloudera Flow Management.

Download Package	Cloudera Flow Management Software
Cloudera Base on premises	Atlas, Cloudera Manager, Knox, Ranger, Schema Registry and Zookeeper
Cloudera Flow Management	NiFi, NiFi Registry
Cloudera Edge Management	Cloudera Edge Flow Manager and up to 5 MiNiFi Agents

(b) Additional Entitlements provided with Cloudera Flow Management. Cloudera will also provide Customer with access to download Cloudera Flow Management for Cloudera Enterprise and Cloudera Flow Management for Ambari; however, Customer is advised that no Support Services of any kind will be provided for such downloaded software.

CLOUDERA FLOW MANAGEMENT - KUBERNETES OPERATOR

The Support Services for Cloudera Flow Management – Kubernetes Operator will be based on the support level(s) associated with the subscriptions purchased by Customer in the Order Form.

Subscription fees for Cloudera Flow Management – Kubernetes Operator are based on the applicable Support Service level purchased by Customer and the computation capacity specified by Customer in the Order Form across Customer’s cluster or environment. The fees associated with Customer’s computation capacity are measured in the Metric of Cloudera Compute Units that correspond to the maximum computation capacity that Customer is licensed to use in Customer’s cluster or environment.

CLOUDERA OBSERVABILITY ESSENTIAL

Cloudera Observability Essential is a Cloudera Online Service that is delivered at no additional charge with Customer's purchase of Subscriptions to Cloudera Base on premises and Cloudera Data Services on premises. Further, if the Agreement does not include terms for Cloudera's provision of Cloudera Online Services, the terms at <https://www.cloudera.com/legal/terms-and-conditions/cloudera-online-services-terms.html> (also attached to these Supplier Terms as Exhibit D), apply to Customer's use of Cloudera Observability Essential.

CLOUDERA OBSERVABILITY ON PREMISES

Cloudera Observability on premises is a Cloudera Software Product that is deployed on Customer's premises.

CLOUDERA OBSERVABILITY PREMIUM

Cloudera Observability Premium is a Cloudera Online Service. Further, if the Agreement does not include terms for Cloudera's provision of Cloudera Online Services, the terms at <https://www.cloudera.com/legal/terms-and-conditions/cloudera-online-services-terms.html> (also attached to the Supplier Terms as Exhibit D), apply to Customer's use of Cloudera Observability Premium.

CLOUDERA OBSERVABILITY PREMIUM ON CLOUD

Cloudera Observability Premium on cloud is a Cloudera Online Service that may be used in conjunction with Customer's use of Cloudera on cloud. Customer will be invoiced for usage of Cloudera Observability Premium on cloud in accordance with the Cloud Usage Pricing and Billing Terms at <https://www.cloudera.com/legal/terms-and-conditions/cloud-usage-pricing-terms.html> (also attached to the Supplier Terms as Exhibit H).

CLOUDERA ON CLOUD

Cloudera on cloud is a Cloudera Online Service. Further:

- (a) If the Agreement does not include terms for Cloudera's provision of Cloudera Online Services, the terms at <https://www.cloudera.com/legal/terms-and-conditions/cloudera-online-services-terms.html> (also attached to the Supplier Terms as Exhibit D), apply to such Cloudera Online Services.
- (b) The Cloud Usage Pricing and Billing Terms at <https://www.cloudera.com/legal/terms-and-conditions/cloud-usage-pricing-terms.html> (also attached to these Supplier Terms as Exhibit H), also apply.

CLOUDERA ON CLOUD PAYGO ENTITLEMENT

The Cloudera on cloud PayGo Entitlement allows Customer to use Cloudera on cloud on a pay-as-you-go basis. Cloudera on cloud is a Cloudera Online Service. Further:

- (a) If the Agreement does not include terms for Cloudera's provision of Cloudera Online Services, the terms at <https://www.cloudera.com/legal/terms-and-conditions/cloudera-online-services-terms.html> (also attached to the Supplier Terms as Exhibit D), apply to such Cloudera Online Services.

(b) Customer will be invoiced for usage of Cloudera on cloud in accordance with the Pay-As-You-Go terms set forth in the Cloud Usage Pricing and Billing Terms at <https://www.cloudera.com/legal/terms-and-conditions/cloud-usage-pricing-terms.html> (also attached to the Supplier Terms as Exhibit H).

CLUSTERA STREAMING BASE ON PREMISES

(a) Cloudera Streaming Base on premises Software. Cloudera will provide Customer with access to download Cloudera Base on premises; provided, however, that Customer’s license and Support Service entitlements extend only to the following software components: Atlas, Cloudera Manager, HBase, HDFS, Kafka, Kafka Streams, Knox, Ranger, Schema Registry, Solr, and Zookeeper (together, the “Cloudera Streaming Base on premises Software”). For avoidance of doubt, although Customer may have access to download additional components as part of Cloudera Base on premises, only the Cloudera Streaming Base on premises Software is licensed and supported by Cloudera as part of Customer’s Subscription to Cloudera Streaming Base on premises.

(b) Additional Entitlements provided with Cloudera Streaming Base on premises. Cloudera will also provide Customer with access to download Cloudera Streaming for Cloudera Manager and Cloudera Streaming for Ambari; however, Customer is advised that no Support Services of any kind will be provided for such downloaded software.

CLUSTERA STREAMING - KUBERNETES OPERATOR

The Support Services for Cloudera Streaming – Kubernetes Operator will be based on the support level(s) associated with the subscriptions purchased by Customer in the Order Form.

Subscription fees for Cloudera Streaming – Kubernetes Operator are based on the applicable Support Service level purchased by Customer and the computation capacity specified by Customer in the Order Form across Customer’s cluster or environment. The fees associated with Customer’s computation capacity are measured in the Metric of Cloudera Compute Units that correspond to the maximum computation capacity that Customer is licensed to use in Customer’s cluster or environment.

CLUSTERA STREAMING ON PREMISES

(a) Cloudera Streaming on premises Software. Cloudera will provide Customer with access to download the software packages listed in the “Download Package” column of the table below; provided, however, that Customer’s license and Support Service entitlements extend only to the software components listed under the “Cloudera Streaming on premises Software” column of the table. For avoidance of doubt, although Customer may have access to download additional components as part of a Download Package, only those software components specified in the table below are licensed and supported by Cloudera as part of Customer’s Subscription to Cloudera Streaming on premises.

Download Package	Cloudera Streaming on premises Software
Cloudera Base on premises	Atlas, Cloudera Manager, Cruise Control, HBase, HDFS, Kafka, Kafka Connect, Kafka Streams, Knox, Ranger, Schema Registry, Solr, Streams Messaging Manager, Streams Replication Manager, YARN and Zookeeper

Cloudera Streaming Analytics	Flink, Cloudera SQL Stream Builder
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(b) Additional Entitlements provided with Cloudera Streaming on premises. Cloudera will also provide Customer with access to download the following additional legacy software packages: (i) Cloudera Stream Processing for Cloudera Manager and Cloudera Stream Processing for Ambari; (ii) Cloudera Streams Management for Cloudera Manager and Cloudera Streams Management for Ambari; and (iii) DataPlane Services Platform. Customer is advised that no Support Services of any kind will be provided for such legacy software packages.

CLUSTER WORKLOAD XM

Cloudera Workload XM is a Cloudera Online Service. Further:

(a) If the Agreement does not include terms for Cloudera's provision of Cloudera Online Services, the terms at <https://www.cloudera.com/legal/terms-and-conditions/cloudera-online-services-terms.html> (also attached to the Supplier Terms as Exhibit D), apply to such Cloudera Online Services.

(b) The Cloud Usage Pricing and Billing Terms at <https://www.cloudera.com/legal/terms-and-conditions/cloud-usage-pricing-terms.html> (also attached to the Supplier Terms as Exhibit H), apply.

CLUSTER WORKLOAD XM ON-PREMISES

Cloudera Workload XM On-Premises is a Cloudera Software Product that is deployed on Customer's premises.

CUSTOMER SUCCESS MANAGER

Customer Success Manager activities are further described in and subject to the terms set forth at <https://www.cloudera.com/legal/terms-and-conditions/customer-success-manager-services/customer-success-manager-datasheet.html> and Exhibit I of the Suppl. Notwithstanding any contrary term or condition of the Agreement, upon Customer's execution of the Order Form or Cloudera's receipt of a Customer purchase order referencing the Order Form number, Cloudera will invoice Customer for the Customer Success Manager specified therein.

OCTOPAI BY CLOUDERA PLATFORM

Octopai by Cloudera Platform is a Cloudera Online Service. Further, if the Agreement does not include terms for Cloudera's provision of Cloudera Online Services, the terms at <https://www.cloudera.com/legal/terms-and-conditions/cloudera-online-services-terms.html> (also attached to the Supplier Terms as Exhibit D), apply to Customer's use of Octopai by Cloudera Platform.

LEGACY PRODUCT ENTITLEMENT

Customer will receive: (i) paid Subscriptions to Cloudera Base on premises as set forth in this Order Form, and (ii) free-of-charge Subscriptions to (a) the legacy Cloudera platform products set forth in this Order Form and designated as

"Entitlement Only" products (Cloudera Enterprise Data Hub ("EDH") and/or Hortonworks Data Platform Enterprise Plus ("HDP Ent+"), as applicable) (EDH and HDP Ent+, the "Legacy Platform Products") and (b) any add-on products to the Legacy Platform Products set forth in this Order Form and designated as "Entitlement Only" products ((a) and (b) together, the "Legacy Products"). The number of Cloudera Base on premises Subscriptions purchased by Customer under this Order Form may be measured in either (a) Nodes, referred to herein as the "Total Authorized Nodes," or (b) Cloudera Compute Units ("CCUs"), referred to herein as the "Total Authorized CCUs." As between Customer's use of (i) Cloudera Base on premises and (ii) Legacy Platform Products obtained under this Order Form, Customer's total Node count or total CCU count may not exceed the Total Authorized Nodes or Total Authorized CCUs (as applicable) at any given time during the Subscription Period. Customer may decide, at its discretion, when during the Subscription Period it will migrate any of its Nodes or CCUs (as applicable) that run Legacy Platform Products to instead run Cloudera Base on premises. Cloudera reserves the right to audit Customer's applicable systems during Customer's normal business hours and in a manner that does not unreasonably interfere with Customer's normal business operations to ensure Customer's compliance with the conditions herein. The Subscriptions to the Legacy Products set forth in this Order Form have an end date that is beyond the current End of Support Date specified for such Legacy Products in Cloudera's Support Lifecycle Policy available at: <https://www.cloudera.com/legal/policies/support-lifecycle-policy.html> . If, during the Subscription Period, (i) Customer desires to use a Legacy Product beyond the applicable End of Support Date, and (ii) Cloudera has an extended support offering for such Legacy Product available for purchase, then Customer must purchase such extended support from Cloudera for the period during which Customer will use the Legacy Product. If, however, during the Subscription Period, (i) a Legacy Product has reached End of Support, and (ii) Cloudera does not have an extended support offering available for such Legacy Product, Customer must migrate to use of Cloudera Base on premises.

Exhibit B-2

CLUDERA OFFERINGS SERVICE SPECIFIC TERMS

Last updated February 11, 2024

In addition to the terms of the Agreement and Supplement, those Service specific terms below for the Services Cludera Offering(s) included in the Order Form also apply:

CLUDERA PROFESSIONAL SERVICES

For Professional Services specified in an Order Form and for which no Statement of Work will be signed, Cludera's performance of Professional Services are further subject to (i) the Statement of Work Terms and Conditions set forth here: <https://www.cludera.com/legal/terms-and-conditions/statement-of-work/statement-of-work-terms-and-conditions.html>; and (also attached to the Supplier Terms as Exhibit E), and (ii) the terms specified below for the specific Cludera Offering(s) included in the Order Form, or the terms specified in the Order Form for all other Professional Services Cludera Offering(s), as applicable. All invoices are payable by Customer in accordance with the payment terms in the Agreement.

Cludera Migration Services

Cludera will provide the following types of Professional Services as outlined in the Cludera Professional Services Datasheet: <https://www.cludera.com/legal/terms-and-conditions/statement-of-work/professional-services-migration-datasheet.html>. Cludera Migration Services are provided on a time and materials basis, and Cludera will invoice on a monthly basis for the actual Service hours performed at the rates specified in the Order Form, plus applicable taxes subject to laws where the Services are rendered. Upon Customer's execution of the Order Form, Cludera will invoice Customer for any 'Advance Billing'/prepaid Services specified therein, plus applicable taxes subject to laws where the Services are rendered.

Cludera SmartLakehouse Services

Cludera SmartLakehouse Services are provided subject to the Cludera SmartLakehouse Datasheet at <https://www.cludera.com/legal/terms-and-conditions/statement-of-work/professional-services-cdp-smartlakehouse-datasheet.html>.

Cludera SmartLakehouse Services are performed on a fixed fee basis and, upon the signature date of the Order Form, the Service fees will be invoiced in full, plus applicable taxes subject to laws where the Services are rendered.

Cludera SmartValue Services

Cludera SmartValue Services are provided subject to the Cludera SmartValue Datasheet at <https://www.cludera.com/legal/terms-and-conditions/statement-of-work/professional-services-cdp-smartvalue-datasheet.html>. Cludera SmartValue Services are performed on a fixed fee basis and, upon the signature date of the Order Form, the Service fees will be invoiced in full, plus applicable taxes subject to laws where the Services are rendered.

Cluster Deployment Services

Cluster Deployment Services are provided subject to the Cloudera Statement of Work for Hadoop Cluster Deployment at <https://www.cloudera.com/legal/terms-and-conditions/statement-of-work/cloudera-hadoop-cluster-deployment.html>. Cluster Deployment Services are performed on a fixed fee basis, and will be invoiced as follows, plus applicable taxes subject to laws where the Services are rendered: (i) 50% upon the signature date of the Order Form; and (ii) 50% upon completion of the Services.

Cluster Health Check Services

Cluster Health Check Services are provided subject to the Cloudera Statement of Work for Hadoop Cluster Health Check at <https://www.cloudera.com/legal/terms-and-conditions/statement-of-work/cloudera-hadoop-cluster-health-check.html>. Cluster Health Check Services are performed on a fixed fee basis, and will be invoiced as follows, plus applicable taxes subject to laws where the Services are rendered: (i) 50% upon the signature date of the Order Form; and (ii) 50% upon completion of the Services.

Resident Solutions Architect – Gold (“RSA Gold”)

RSA Gold Services are provided subject to the Cloudera Statement of Work for RSA Services at <https://www.cloudera.com/legal/terms-and-conditions/statement-of-work/cloudera-rsa-gold-services.html>. RSA Gold Services are performed on a fixed fee basis and, upon the signature date of the Order Form, the Service fees will be invoiced in full, plus applicable taxes subject to laws where the Services are rendered.

Resident Solutions Architect – Silver (“RSA Silver”)

RSA Silver Services are provided subject to the Cloudera Statement of Work for RSA Services at <https://www.cloudera.com/legal/terms-and-conditions/statement-of-work/cloudera-rsa-silver-services.html>. RSA Silver Services are performed on a fixed fee basis and, upon the signature date of the Order Form, the Service fees will be invoiced in full, plus applicable taxes subject to laws where the Services are rendered.

Time & Materials (“T&M”) Service Hours

Cloudera will provide the following types of Professional Services as outlined in the Cloudera Professional Services Datasheet at <https://www.cloudera.com/legal/terms-and-conditions/statement-of-work/professional-services-datasheet.html>. Cloudera will invoice on a monthly basis for the actual hours performed at the rates specified in the Order Form, plus applicable taxes subject to laws where the T&M Services are rendered. For any ‘Advance Billing’/prepaid Services listed in the Order Form, Cloudera will invoice upon Customer’s execution of the Order Form, and Customer agrees to pay such fees plus applicable taxes subject to laws where the Services are rendered.

CLOUDERA ENTERPRISE MAINTENANCE EXTENSION

For Cloudera Enterprise Maintenance Extension purchased under the Order Form, the additional terms of the Cloudera Support Services Policy Supplement for Extended Support at the following URL will apply:

<https://www.cloudera.com/content/dam/www/legal/cloudera-extended-support-supplement.pdf> and Exhibit K.

Notwithstanding any contrary term or condition of the Agreement, upon Customer's execution of the Order Form, Cloudera will invoice Customer for the Cloudera Enterprise Maintenance Extension Services specified therein

CLOUDERA PREMIER SUPPORT

Cloudera Premier Support provides Customer with access to the support services described in the Premier Support datasheet at <https://www.cloudera.com/content/dam/www/legal/premier-support-datasheet.pdf>. Premier Support will apply to those Cloudera Products for which Customer has an active underlying Subscription at the Enterprise Business Select level (or Gold or Platinum level for legacy Cloudera Product offerings, as applicable). Notwithstanding any contrary term or condition of the Agreement, upon Customer's execution of the Order Form, Cloudera will invoice Customer for the Cloudera Premier Support specified therein.

CLOUDERA TRAINING SERVICES

Training Service Cloudera Offerings specified in the Order Form are further subject to the applicable descriptions, terms, training course policies and classroom requirements set forth at <https://www.cloudera.com/legal/commercial-terms-and-conditions/cloudera-training-terms.html> and Annex III of Exhibit A-1. Cloudera will invoice Customer for Training Services as specified in such terms.

CLOUDERA SUPPORT SERVICES POLICY

Cloudera 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 at Annex IV of Exhibit A-1. Cloudera may 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.

CLOUDERA ON CLOUD SLA'S

The SLAs as set forth <https://www.cloudera.com/legal/terms-and-conditions/cdp-public-cloud-sla.html> and at Annex IV of Exhibit A-1, apply to Customer's use of Cloudera on cloud products; and the SLAs set forth <https://www.cloudera.com/legal/terms-and-conditions/octopai-by-cloudera-platform-sla.html> and at Annex IV of Exhibit A-1, apply to Customer's use of Octopai by Cloudera Platform.

CLOUDERA SUPPORT LIFECYCLE POLICY

This policy provides important information regarding the life cycle of Cloudera product releases, including the projected dates when each release is expected to be declared End of Support. Available at and Annex IV of Exhibit A-1 and here <https://www.cloudera.com/services-and-support/support-lifecycle-policy.html>

Annex 1 of Exhibit B

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Version 3, 19 November 2007

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Annex 2 to Exhibit B

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Version 2.0, January 2004

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Exhibit C
CLOUDERA, INC.
COMMERCIAL LICENSE TERMS

February 11, 2025

These supplemental terms form part of the Order Form entered into between Cloudera and Customer, or Cloudera and Authorized Partner, as applicable, and apply to Customer's use of and/or access to the Cloudera Software (defined below). Except as expressly set forth herein, in the event of any conflict between these supplemental terms and the Agreement, these supplemental terms prevail for purposes of the applicable Order Form.

A. Definitions. As used herein, these terms are defined as follows: (a) "Cloudera Software" shall mean the software distributed to Customer as part of Subscriptions identified in this Order Form; and (b) "Open Source Software" shall mean any software, and the functionalities therein, which are generally available and obtained by Cloudera 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.

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E. License Keys. Any license keys provided by Cloudera to Customer are personal to Customer. Customer may not distribute any license keys provided by Cloudera to any third party. Such license keys are the Confidential Information of Cloudera and are subject to the confidentiality requirements in the Agreement.

Exhibit D

CLOUDERA ONLINE SERVICES TERMS

THESE CLOUDERA ONLINE SERVICES TERMS OF SERVICE (THE “*TERMS*”), TOGETHER WITH ORDER TERMS (AS DEFINED BELOW), GOVERN CUSTOMER ACCESS TO AND USE OF CLOUDERA ONLINE SERVICES AND CONSTITUTE AN AGREEMENT BETWEEN CUSTOMER AND CLOUDERA, INC. AND ITS AFFILIATES (“*CLOUDERA*”).

BY ACCEPTING THESE TERMS, EITHER BY (A) CLICKING A BOX OR BUTTON INDICATING ONLINE ACCEPTANCE, OR (B) EXECUTING AN ORDER FORM THAT INCORPORATES THESE TERMS BY REFERENCE (THE DATE OF SUCH CUSTOMER ACCEPTANCE, THE “*EFFECTIVE DATE*”), CUSTOMER AGREES TO BE BOUND BY THESE TERMS BUT SOLELY IN CONNECTION WITH CUSTOMER’S USE OF CLOUDERA ONLINE SERVICES.

IF THE INDIVIDUAL ACCEPTING THESE TERMS IS ACCEPTING ON BEHALF OF AN ENTITY, SUCH INDIVIDUAL REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS, AND THE TERM “CUSTOMER” WILL REFER TO SUCH ENTITY. IF THE INDIVIDUAL ACCEPTING THESE TERMS DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH ANY OF THE TERMS OR CONDITIONS SET FORTH HEREIN, SUCH INDIVIDUAL MUST NOT ACCEPT THESE TERMS AND MAY NOT USE CLOUDERA ONLINE SERVICES.

1. DEFINITIONS. The following capitalized terms have the meanings set forth below. Other terms may be defined in the context of their use elsewhere in these Terms.

1.1 “**Account Data**” has the meaning set forth in the Cloudera Product & Service Data Policy.

1.2 “**Affiliate**” means a 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 such legal entity. For 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 only for such time as such interest or control is maintained.

1.3 “**Agreement**” means, with respect to any Order Terms, collectively the Order Terms and these Terms.

1.4 “**Authorized Partner**” means a reseller or distributor authorized by Cloudera to resell Cloudera offerings.

1.5 “**Authorized Partner Order Details**” means, in the case that Customer purchases a Subscription through an Authorized Partner, the following information as documented between the Authorized Partner and Cloudera: (a) Customer name and contact information; (b) the specific Cloudera Online Services Subscription purchased by Customer; (c) any applicable quantities and/or usage limitations related to the purchased Subscription; and (d) other terms that apply to such Subscription.

1.6 “**Authorized Partner Transaction**” means a transaction: (a) pursuant to which Customer has purchased a Subscription through an Authorized Partner; and (b) for which Cloudera will provide such Subscription to Customer in accordance with the Authorized Partner Order Details.

1.7 “**Authorized User**” means an employee or agent of Customer who is authorized by Customer to use the Cloudera Online Services on Customer’s behalf.

1.8 “**Cloudera Online Services**” means the online services offerings as identified in the applicable Order Form that are provided by Cloudera, using hosted Cloudera Software, as cloud-based services. Cloudera Online Services may also utilize Cloudera Software, which is distributed to Customer.

1.9 “**Cloudera Portal**” means the Cloudera web site through which Cloudera provides access to the Cloudera Online Services.

1.10 “**Control Plane Data**” has the meaning set forth in the Cloudera Product & Service Data Policy.

1.11 **“Cloudera Product & Service Data Policy”** or **“Data Policy”** is Cloudera’s policy which describes Cloudera’s collection, use, storage, and otherwise processing of data related to Customer (including any Customer Affiliate) and to Customer’s use of Cloudera products and services in connection with agreements or terms and conditions in place between the parties. The Cloudera Product & Service Data Policy can be found at the following link: <http://www.cloudera.com/legal/policies.html> (also attached to the Supplier Terms as Exhibit A-1).

1.12 **“Cloudera Software”** means, for purposes of the Agreement, the hosted software that is part of a Cloudera Online Service, or any software distributed to Customer as part of and/or to enable the delivery of Cloudera Online Services (including software deployed to a Workload Environment and/or On-Premise/Private Cloud Environment, as such terms are defined in the Cloudera Product & Service Data Policy).

1.13 **“Diagnostic and Telemetry Data”** has the meaning set forth in the Cloudera Product & Service Data Policy.

1.14 **“Documentation”** means the applicable documentation made available by Cloudera within the Cloudera Portal or at the following link: <https://docs.cloudera.com/documentation/index.html> (also attached to the Supplier Terms as Exhibit A-1).

1.15 **“Free Trial Services”** means a trial offering of Cloudera Online Services provided by Cloudera free of charge solely for the purpose of enabling evaluation of Cloudera Online Services prior to the potential purchase of such Cloudera Online Services.

1.16 **“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.

1.17 **“Open Source Software”** means any Third-Party Software and the functionalities therein, as included in or distributed with Cloudera Online Services, which are generally available and obtained by Cloudera 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 purposes of interpreting these Terms despite subsequent modifications by Cloudera prior to distribution to Customer.

1.18 **“Order Form”** means: (a) an ordering document entered into between Cloudera and Customer that references these Terms; or (b) a Registration Form that has been completed and submitted by Customer through the Cloudera Portal.

1.19 **“Order Form Effective Date”** means: (a) with respect to an ordering document entered into by Cloudera and Customer, the date on which such ordering document is executed; and (b) with respect to a Registration Form, the date on which Customer submits the completed Registration Form through the Cloudera Portal.

1.20 **“Order Terms”** means: (a) if Customer procures Subscriptions directly from Cloudera, the terms of the applicable Order Form; or (b) if Customer procures Subscriptions through an Authorized Partner, the Authorized Partner Order Details.

1.21 **“Policies”** means, collectively, the Cloudera Product & Service Data Policy, the Privacy Statement, the Pricing and Billing Terms (as defined in Section 6.1), and any other policy or terms referenced in, or incorporated into, these Terms.

1.22 **“Privacy Statement”** or **“Privacy Policy”** means the Cloudera Privacy Statement available at <http://www.cloudera.com/legal/policies.html> (also attached to the Supplier Terms as Exhibit A-1), as may be updated by Cloudera from time to time.

1.23 **“Registration Form”** means a page or form on the Cloudera Portal through which Cloudera offers the ability to register for, and procure access to, Cloudera Online Services.

1.24 **“Sample Data”** means any sample data that may be provided by Cloudera for use with Free Trial Services, including without limitation, in a Cloudera Sample VPC.

1.25 “**Sample VPC**” means a virtual private cloud environment procured by Cloudera from a third-party public cloud vendor that is pre-configured by Cloudera and that may be made accessible by Cloudera to Customer for use with Free Trial Services.

1.26 “**Subscription**” means a Cloudera offering that provides Customer the right to access and use the Cloudera Online Services, along with associated Support Services, during the term of the applicable Subscription Period.

1.27 “**Subscription Period**” means the period of time for which Customer is purchasing and will be entitled to the benefits of the applicable Subscription. The length of Subscription Periods and terms regarding the renewal of Subscription Periods are set forth in Section 7.2.

1.28 “**Support Services**” means the technical support and maintenance provided by Cloudera and included as part of Subscriptions for Cloudera Online Services. Details regarding Support Services are set forth in Section 2.5 below.

1.29 “**Technical Support Data**” has the meaning set forth in the Cloudera Product & Service Data Policy.

1.30 “**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 and/or made available by Cloudera to Customer. For avoidance of doubt, Third-Party Software includes Open Source Software.

1.31 “**Update**” means a new minor release of a Cloudera Online Service 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.

1.32 “**Upgrade**” means a new major release of a Cloudera Online Service 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.

2. CLOUDERA ONLINE SERVICES.

2.1 Access to and Use of Cloudera Online Services. Subject to the terms of the Agreement, Customer and Authorized Users may access and use the Cloudera Online Services, during the Subscription Period, solely for Customer’s internal business purposes and in accordance with applicable Documentation.

2.2 License Grant for Distributed Cloudera Software. Subject to the terms of the Agreement, Cloudera grants to Customer a worldwide, revocable, non-exclusive, non-transferable, and non-sublicensable license to use Cloudera Software, solely (a) during the applicable Subscription Period, (b) for Customer’s internal business purposes, and (c) in accordance with applicable Documentation. Upon expiration of such Subscription Period or any earlier termination as provided in the Agreement, Customer 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, which is distributed to Customer as part of and/or to enable the delivery of Cloudera Online Services.

2.3 Restrictions. Customer may not: (a) make the Cloudera Online Services or Cloudera Software available to anyone other than Authorized Users, or use the Cloudera Online Services or Cloudera Software for the benefit of anyone other than Customer or its Affiliates, unless expressly agreed otherwise by Cloudera in writing; (b) use the Cloudera Online Services or Cloudera Software in any manner that violates the Cloudera Product & Service Data Policy (including, without limitation, acceptable use requirements therein); (c) sell, resell, license, sublicense, distribute, make available, rent or lease the Cloudera Online Services or Cloudera Software, or include the Cloudera Online Services or Cloudera Software in a service bureau, outsourcing, or hosted service offering; (d) modify, copy, or create derivative works based on the Cloudera Online Services, Cloudera Software, or any part, feature, function, or elements thereof; (e) frame or mirror any part of the Cloudera Online Services; (f) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile the Cloudera Online Services or Cloudera Software; (g) access or use the Cloudera Online Services, Cloudera Software, or any portion thereof to build a competitive product or service; (h) access or use the Cloudera Online Services or Cloudera Software for purposes of monitoring availability, performance or functionality of the Cloudera Online Services or Cloudera Software, or for any benchmarking or competitive purposes; (i) use the Cloudera Online Services or Cloudera Software as part of any application controlling aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, weaponry systems, or any similar high-risk scenario; (j)

disable, tamper with or otherwise alter any metering capabilities within the Cloudera Online Services, which metering capabilities are used to determine Customer's Subscription usage for billing purposes; or (k) otherwise use the Cloudera Online Services or Cloudera Software except as expressly permitted under the Agreement.

2.4 Cloudera Product & Service Data Policy.

2.4.1. Cloudera will maintain commercially reasonable administrative, physical and technical safeguards designed to protect the security, confidentiality, integrity, and availability of the Cloudera Online Services.

2.4.2. The Cloudera Product & Service Data Policy applies to and governs Customer's use of the Cloudera Online Services. Customer agrees to comply with, and be bound by, the Cloudera Product & Service Data Policy, which the parties agrees is incorporated in these Terms by reference.

2.5 Support Services. Cloudera will use commercially reasonable efforts to provide technical support and maintenance services for Cloudera Online Services as set forth at [Cloudera Support Services Policy](#) (also attached to the Supplier Terms as Exhibit A-1). Cloudera may 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 Online Services, when and if such Updates or Upgrades are made generally available.

3. THIRD-PARTY SOFTWARE

3.1. Notwithstanding any terms to the contrary in the Agreement, Customer acknowledges and agrees that: (a) the Cloudera Software contains Third-Party Software; and (b) in addition to the terms of the Agreement, its use is further subject to the terms of licenses applicable to the Third-Party Software. Customer hereby acknowledges that Cloudera makes a list of Third-Party Software available to Customer: (i) with Cloudera's Documentation; (ii) in the Cloudera notice file that accompanies the Cloudera Software; and/or (iii) in another reasonable manner. Further, Customer 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 Customer's use or inability to use the same.

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4. FREE TRIAL SERVICES; SAMPLE VPCS AND SAMPLE DATA.

4.1 Subscription to Free Trial Services. If Customer submits a completed Order Form or Registration Form for Free Trial Services, Cloudera will make the Cloudera Online Services available to Customer on a trial basis free of charge beginning on the date that Customer submits such Order Form or Registration Form, as applicable, until: (a) the end of the Subscription Period as set forth in the applicable Order Form or Registration Form, or if none is specified in the applicable Order Form or Registration Form, then 30 days from the date of Customer's submission of the applicable Order Form or Registration Form; or (b) termination of the Free Trial Services by Cloudera in its sole discretion (the "*Trial Subscription Period*"). Cloudera may, in its sole discretion, extend the Trial Subscription Period by continuing to provide Customer with access to the Free Trial Services. Any such extension will be considered part of the Trial Subscription Period. Additionally, Cloudera may, in its sole discretion, provide Customer with free trial access to the Cloudera Online Services without the requirement that Customer complete an Order Form. Such Cloudera Online Services will, nonetheless, be treated as Free Trial Services under these Terms, and, in such case, the applicable "*Trial Subscription Period*" will be the period beginning on the date when Cloudera first provides Customer with access to the Cloudera Online Services and ending on the date on which

Cloudera notifies Customer that the Trial Subscription Period is ending. With regard to Free Trial Services, Customer may access and use the Cloudera Online Services during the Trial Subscription Period solely for the purposes of internal evaluation and to facilitate Customer's decision with regard to purchasing a Subscription to Cloudera Online Services.

4.2 Sample VPCs and Sample Data. Cloudera may make Sample VPCs and Sample Data available to Customer to facilitate Customer's trial and evaluation of Cloudera Online Services, and Customer may access and use such Sample VPCs and Sample Data, solely for such purpose.

4.3 DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR FREE TRIAL SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE TERMS OF SECTION 10.2 (SERVICES WARRANTY) AND SECTION 11.1 (INDEMNIFICATION BY CLOUDERA): (A) FREE TRIAL SERVICES, SAMPLE VPCS AND SAMPLE DATA ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS; (B) CLOUDERA MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO FREE TRIAL SERVICES, SAMPLE VPCS OR SAMPLE DATA; AND (C) CLOUDERA HAS NO INDEMNIFICATION OBLIGATIONS WHATSOEVER WITH REGARD TO FREE TRIAL SERVICES, SAMPLE VPCS OR SAMPLE DATA. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CLOUDERA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES WITH REGARD TO FREE TRIAL SERVICES, 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. CLOUDERA DOES NOT WARRANT THAT FREE TRIAL SERVICES, SAMPLE VPCS OR SAMPLE DATA ARE OR WILL BE ERROR-FREE OR UNINTERRUPTED, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. IN NO EVENT WILL CLOUDERA BE LIABLE TO CUSTOMER 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 SERVICES, SAMPLE VPCS OR SAMPLE DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. IN NO EVENT WILL CLOUDERA'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO FREE TRIAL SERVICES, 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. CLOUDERA ON CLOUD PROOF OF CONCEPT.

5.1 POC Terms and Conditions. The Cloudera on cloud Proof of Concept ("*Cloudera on cloud POC*") is considered a Free Trial Services offering of Cloudera Online Services. The Cloudera on cloud POC offering is governed by the terms that apply to Free Trial Services as provided in Section 4 of these Terms (see Section 4 above), except that in connection with the Cloudera on cloud POC, Customer will be using Workload Environment Data (as defined in the Cloudera Product & Service Data Policy) in Customer's Workload Environment, such that the terms and conditions in these Terms that apply to Workload Environment Data and/or Customer's Workload Environment shall apply to the Cloudera on cloud POC (for avoidance of doubt, the Cloudera on cloud POC shall not involve Sample Data or use of a Sample VPC). Any Cloudera program that provides free usage of Cloudera on cloud, regardless of whether such program is referred to as an 'evaluation,' 'trial,' 'proof of concept,' or similar term, shall be considered a Cloudera on cloud POC and subject to these Terms.

5.2 POC Subscription Period. Upon acceptance of these Terms and submission of an Order Form or Registration Form associated with the Cloudera on cloud POC, Cloudera will make the Free Trial Services associated with the Cloudera on cloud POC available to Customer free of charge on a trial basis beginning on the date that Customer submits such Order Form or Registration Form for a period of sixty (60) days (the "*POC Subscription Period*"). Cloudera may, in its sole discretion, agree in writing with Customer to extend the POC Subscription Period. Any such extension will be considered part of the POC Subscription Period. Cloudera also reserves the right, in its sole discretion, to terminate the Cloudera on cloud POC at any time.

6. PRICING AND BILLING; PAYMENT TERMS; TAXES.

6.1 Pricing and Billing. Pricing and billing terms for Cloudera on cloud are available at: <https://www.cloudera.com/legal/terms-and-conditions/cloud-usage-pricing-terms.html> (also attached to the Supplier Terms as Exhibit H), as such page may be updated by Cloudera from time to time (the "*Pricing and Billing Terms*"). The

pricing and billing terms for Cloudera's FedRAMP offering and all other Cloudera Online Services offerings are as specified in the applicable Order Form. Unless otherwise agreed by the parties in writing, Customer agrees to pay all fees due to Cloudera in accordance with the applicable pricing and billing terms.

6.2 Payment of Terms. Customer agrees to pay invoices for fees due to Cloudera within thirty (30) days of the date of invoice, without setoff or counterclaim, and without any deduction or withholding. Cloudera may elect to charge Customer interest at a rate of 1.5% per month or the highest rate permitted by law, whichever is lower, on all late payments. Except as expressly set forth in the Agreement, all payment obligations are non-cancelable, and fees are non-refundable.

6.3 Taxes. The fees for Subscriptions to Cloudera Online Services do not include taxes. Customer will pay any and all sales, use, excise, import, export, value added, GST or similar taxes ("*Transaction Taxes*") and all government permit or license fees, and all customs, duty, tariff and similar fees levied upon the sale of Subscriptions to Cloudera Online Services, exclusive of income taxes based on Cloudera's net income. Customer will pay any costs associated with the collection of Transaction Taxes, including penalties and interest. If Customer is required to pay any withholding tax, charge or levy with respect to payments to Cloudera ("*Withholding Taxes*"), Customer agrees to gross up payments actually made to Cloudera such that Cloudera receives sums due in full and free of any deduction of any such Withholding Taxes, subject to Cloudera providing documentation to support the lowest legal withholding rate under any applicable double tax treaty. Cloudera will cooperate with Customer to enable Customer to pay the lowest legal withholding rate by providing any available tax documents in its possession to support the lowest applicable withholding rate.

7. TERM; SUBSCRIPTIONS; TERMINATION.

7.1 Term. These Terms will commence on the Effective Date and will continue until all Subscriptions hereunder have expired or have been terminated in accordance with this Section 7.

7.2 Subscriptions and Renewals. The Cloudera Online Services are made available to Customer on a subscription basis. The Subscription Period for each Subscription is the period that: (a) begins on (i) the date specified in the applicable Order Form, unless otherwise agreed by the parties, or (ii) in the case that Customer purchases through an Authorized Partner, the Subscription start date as specified in the Authorized Partner Order Details; and (b) except with respect to Trial Subscription Periods, and unless otherwise set forth in the applicable Order Terms, will continue in effect until the earlier of expiration of such Subscription Period or termination in accordance with this Section 7.

7.3 Termination.

7.3.1. Termination For Cause. Either party may terminate these Terms, including all Subscriptions governed by these Terms for cause: (a) if the other party materially breaches these Terms or Order Terms and does not remedy such breach within thirty (30) days after receipt of written notice of such breach; or (b) if the other party terminates its business activities or becomes insolvent, admits in writing to inability to pay its debts, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority. Either party may terminate an individual Subscription if the other party materially breaches the applicable Order Terms or these Terms, in respect of such Subscription, and does not cure the breach within thirty (30) days after receipt of written notice thereof.

7.3.2. Termination for Convenience. Either party may terminate a Subscription for convenience upon thirty (30) days prior written notice to the other party. In the case of termination for convenience by Customer, (i) Cloudera reserves the right to invoice Customer for any future payments included in an Order Form, and (ii) Customer will not be entitled to a refund of any pre-paid and unused fees paid to Cloudera related to the Cloudera Online Services. In the case of termination for convenience by Cloudera, and in the case that Customer has pre-paid unused fees related to the Cloudera Online Services remaining on the effective date of such termination, Cloudera will refund any such pre-paid unused fees to Customer.

7.4 Effects of Termination. Termination of an individual Subscription will not affect any other Subscription or these Terms, except with respect to such terminated Subscription. Upon expiration or termination of all Subscriptions hereunder, these Terms will automatically terminate. Upon any expiration or termination of a Subscription, Customer will immediately cease accessing or using the Cloudera Online Services covered under Subscription. Upon any termination of these Terms: (a) Customer will immediately cease accessing and using all Cloudera Online Services provided under Subscriptions covered under these Terms; and (b) each of Customer and Cloudera will promptly return to one another all of the other party's Confidential Information then in its possession or destroy all copies of such Confidential Information; provided, however,

that: (i) each party may retain sufficient copies of such Confidential Information solely as may be required for compliance with internal backup policies or applicable law; and (ii) such retained Confidential Information remains subject to the requirements of Section 9. Each of Customer and Cloudera will immediately confirm in writing that it has complied with the foregoing terms of this Section 7.4 if requested by the other party. The following Sections will survive any expiration or termination of this Agreement: 1, 3, 4.3, 6, 7.3.2, 7.4, 8, 9, 10.3, 11.2, 12 and 13.

7.5 Suspension of Cloudera Online Services. In addition to any of its other rights or remedies (including, without limitation, any termination rights) set forth in the Agreement, Cloudera reserves the right to suspend provision of the Cloudera Online Services to Customer: (a) if Customer is more than thirty (30) days overdue on payment of fees; (b) if Cloudera deems such suspension necessary as a result of Customer's breach of Section 2 of these Terms; (c) if Cloudera reasonably determines suspension is necessary to avoid material harm to Cloudera or its customers, including if Cloudera Online Services are experiencing a denial of service attack or other attack or disruption outside of Cloudera's control; or (d) as required by law or at the request of governmental entities.

8. PROPRIETARY RIGHTS.

8.1 Cloudera Proprietary Rights. Cloudera and its licensors and suppliers retain all right, title and interest in and to: (a) Cloudera Online Services including any and all underlying technology related thereto; (b) Documentation; (c) Sample VPCs; (d) Sample Data; (e) Cloudera Software; (f) all Cloudera trademarks and logos included in any of the foregoing, and (g) any derivative works or modifications of any of the foregoing, including all Intellectual Property Rights therein and thereto (collectively, the "*Cloudera Technology*"). Except for the express rights set forth in these Terms, no right, title or interest in or to any Cloudera Technology is granted to Customer.

8.2 Customer Proprietary Rights. As between the parties, Customer retains all right, title and interest in and to its Account Data, Control Plane Data, and Technical Support Data, including any and all Intellectual Property Rights therein and thereto. Customer hereby grants to Cloudera a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of, and display Account Data, Control Plane Data, and Technical Support Data solely as necessary to provide the Cloudera Online Services to Customer and to otherwise perform its rights and obligations pursuant to the Agreement and in accordance with the Cloudera Product & Service Data Policy. Except for the rights and licenses specified in the Agreement, Cloudera acquires no right, title or interest from Customer in or to Account Data, Control Plane Data, or Technical Support Data.

9. CONFIDENTIALITY.

9.1 Definition of Confidential Information. "*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*") (whether before, on or after the Effective Date) that: (a) is characterized as Confidential Information at the time of disclosure or within a reasonable time after disclosure; or (b) 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 this 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.

9.2 Treatment of Confidential Information. The Receiving Party will, during the term of the Agreement and for three years thereafter, use the same degree of care to maintain the confidentiality of the Confidential Information of the Disclosing Party that it uses to maintain the confidentiality of its own confidential information of a similar nature, but in no event less than reasonable care. Notwithstanding the foregoing, where the Confidential Information disclosed is: (a) 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 (b) 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.

9.3 Use; Disclosure. Any Confidential Information will be used by the Receiving Party solely for the purpose of carrying out the Receiving Party's rights and obligations under the Agreement. In addition, the Receiving Party will not reproduce Confidential Information, in any form, except as required to accomplish the Receiving Party's rights and obligations under the Agreement. 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: (a) 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 (b) 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.

9.4 Remedy for Breach. The parties agree that damages may be an inadequate remedy in the event of a breach of this Section 9. Therefore, each party is entitled, in addition to any other rights and remedies otherwise available, to seek injunctive and other equitable relief in the event of a breach or threatened breach of this Section 9 by the other party.

10. REPRESENTATIONS; WARRANTIES; DISCLAIMERS.

10.1 General Representations and Warranties. Each party warrants that: (a) it is validly existing and in good standing under the laws of the place of its establishment or incorporation; (b) it has full power and authority to execute, deliver and perform its obligations under the Agreement; (c) the person accepting or executing these Terms (or an Order Form that is subject to these Terms) on its behalf is duly authorized and empowered to do so; and (iv) these Terms are valid, binding and enforceable against it.

10.2 Cloudera Online Services Warranty. Cloudera warrants that the Cloudera Online Services will operate in substantial conformity with its applicable Documentation. In the event of a breach of this warranty, and provided that Customer notifies Cloudera of its claim of non-conformity within thirty (30) days of the date on which Customer first noticed the non-conformity, Cloudera will use commercially reasonable efforts to correct the reported non-conformity at no charge to Customer, or if Cloudera determines such remedy is not feasible, either party may terminate the Subscription to the Cloudera Online Services. The foregoing is Customer's sole and exclusive remedy for any breach of the warranty set forth in this Section 10.2. This warranty will not apply if the non-conformity was caused by: (a) use of the Cloudera Online Services not in accordance with the Agreement or (b) third-party products or services.

10.3 Warranty Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE CLOUDERA ONLINE SERVICES ARE PROVIDED "AS IS" AND CLOUDERA MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. CLOUDERA DOES NOT WARRANT THAT USE OF THE CLOUDERA ONLINE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. CLOUDERA WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS OR ANY THIRD-PARTY OFFERINGS THAT CUSTOMER ELECTS TO USE IN CONNECTION WITH THE CLOUDERA ONLINE SERVICES. CLOUDERA DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

11. INDEMNIFICATION.

11.1 Indemnification by Cloudera.

11.1.1 Subject to the terms of this Section 11.1 and Section 11.3, Cloudera agrees, at its own expense, to: (a) defend Customer against any third party claim, suit, or action brought against Customer alleging that the Cloudera Online Services or Cloudera Software, when used in accordance with the Agreement, infringe such third party's United States patent, trademark, copyright or other proprietary right, or misappropriate such third party's trade secrets under the laws of the United States (each an "*IP Claim*"); and (b) indemnify Customer from any damages finally awarded against Customer to the third party making such claim by a court of competent jurisdiction or agreed to in settlement with regard to any such IP Claim, including any awarded costs and awarded attorney's fees.

11.1.2 Following notice of an IP Claim or any facts which may give rise to such IP Claim, Cloudera may, in its sole discretion and at its option: (a) procure for Customer the right to continue to use the Cloudera Online Services or Cloudera Software;

(b) replace the alleged infringing portion of the Cloudera Online Services or Cloudera Software with a non-infringing alternative; (c) modify the alleged infringing portion of the Cloudera Online Services or Cloudera Software to make it non-infringing; or (d) if Cloudera determines that it is not commercially reasonable to perform any of alternatives (a) through (c), Cloudera may terminate the Subscription to the Cloudera Online Services, in which case Cloudera will issue a refund to Customer for any pre-paid and unused fees or credits purchased by Customer in connection with the Cloudera Online Services.

11.1.3 In no event will Cloudera have any obligations under this Section 11.1 or any liability for any IP Claim if the IP Claim is caused by, or results from: (a) the combination or use of the Cloudera Online Services or Cloudera Software with products, services or data not supplied by Cloudera, if such IP Claim would have been avoided absent such combination or use; (b) modification of the Cloudera Online Services or Cloudera Software by anyone other than Cloudera, if such IP Claim would have been avoided by use of the unmodified Cloudera Online Services or Cloudera Software; (c) Customer's use of the Cloudera Online Services or Cloudera Software in a manner not strictly in accordance with the Agreement; or (d) any Third-Party Software (including any Open Source Software).

11.1.4 THIS SECTION 11.1 STATES CLOUDERA'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT OR ALLEGED INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

11.2 **Indemnification by Customer.** Subject to the terms of this Section 11.2 and Section 11.3, Customer agrees, at its own expense, to: (a) defend Cloudera against any third party claim, suit, or action brought against Cloudera arising from or related to Customer's use of the Cloudera Online Services in violation of applicable laws or in breach of the terms of the Agreement (a "*Claim Against Cloudera*"); and (b) indemnify Cloudera from any damages finally awarded against Cloudera to the third party making such claim by a court of competent jurisdiction or agreed to in settlement with regard to any such Claim Against Cloudera, including any awarded costs and awarded attorney's fees.

11.3 **Indemnification Procedures.** As conditions to indemnification under this Section 11, the indemnified party must: (a) notify the indemnifying party promptly in writing of the claim for which the indemnified party is seeking indemnification; (b) grant the indemnifying party sole control over the defense and settlement of such claim; and (c) provide the indemnifying party with reasonable assistance and cooperation as may be requested by the indemnifying party at the indemnifying party's expense. The indemnifying party: (i) will not be responsible for any settlement that it has not approved in writing; and (ii) may not settle or compromise a claim without the prior written consent of indemnified party if such settlement imposes an obligation on, or includes an admission of liability on, the part of, the indemnified party.

12. LIMITATION OF LIABILITY.

12.1 SUBJECT TO SECTION 12.3 BELOW, 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, 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 THE AGREEMENT, 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.

12.2 SUBJECT TO SECTION 12.3 BELOW, A PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT PAID TO CLOUDERA UNDER THE AGREEMENT IN THE 12 MONTHS IMMEDIATELY PRIOR TO THE ACCRUAL OF THE FIRST CLAIM.

12.3 THE LIMITATIONS OF LIABILITY IN SECTIONS 12.1 AND 12.2 DO NOT APPLY TO: (A) CLAIMS ALLEGING FRAUD OR WILLFUL MISCONDUCT; OR (B) BREACHES OF SECTIONS 2.1 OR 2.2. THE LIMITATIONS OF LIABILITY IN SECTION 12.2 DO NOT APPLY TO: (I) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11; OR (II) CLAIMS FOR NON-PAYMENT.

13. GENERAL.

13.1 **Modifications to these Terms.** Cloudera may, from time to time, update these Terms, including Policies incorporated herein by reference. Unless otherwise specified by Cloudera, updates to these Terms: (a) go into effect as of the date such updates are released by Cloudera and made available at: <https://www.cloudera.com/legal/commercial-terms-and-conditions.html> (also attached to the Supplier Terms as Exhibit C) (the "**Modified Terms Effective Date**"), and (b) apply to

Customer upon (i) the first renewal of Customer's Subscription Period following the Modified Terms Effective Date, or (ii) entry into a new Order Form after the Modified Terms Effective Date. Cloudera will use reasonable efforts to notify Customer of changes to these Terms that Cloudera deems to be material changes through communications via Cloudera Portal, email or other reasonable means. Customer may be required to click to accept or otherwise agree to changes to these Terms before renewing a Subscription Period or entering into a new Order Form. In any event, however, Customer's continued use of the Cloudera Online Services after the updated version of these Terms goes into effect will constitute Customer's acceptance of such updated version.

13.2 Assignment. Neither the Agreement nor any rights or duties thereunder may be transferred, assigned or delegated by Customer, by operation of law or otherwise, without the prior written consent of Cloudera, and any attempted transfer, assignment or delegation without such consent will be void and without effect; provided, however, that Customer may assign the Agreement, including all of its rights and duties thereunder, to any of its Affiliates upon written notice to Cloudera if such Affiliate agrees in writing to assume all of Customer's obligations, and such Affiliate is, in the sole judgment of Cloudera, adequately capitalized and credit-worthy. Cloudera may freely transfer, assign or delegate the Agreement or its rights and obligations thereunder. Subject to the foregoing, the Agreement will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns.

13.3 Marketing; Publicity. Subject to Customer's express prior written approval in each instance, which may, for the purposes of this Section 13.3, be provided via e-mail, the parties may agree from time to time to collaborate on any or all of the following co-marketing activities: (a) inclusion of Customer's name and logo on Cloudera's website and public customer lists; (b) publication of a press release describing Customer's election to use the Cloudera Online Services; and/or (c) publication of a written or video success story describing Customer's use of the Cloudera Online Services.

13.4 Section Headings. The section headings contained in these Terms are for reference purposes only and will not, in any way, affect the meaning or interpretation of these Terms.

13.5 Severability. If any provision of the Agreement is held to be invalid or unenforceable, (a) all other provisions will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by the Agreement is not affected in any manner adverse to either party, and (ii) the parties will negotiate in good faith to modify the Agreement so as to give effect to the original intent of the parties as closely as possible.

13.6 Waiver. The failure of a party to enforce any provision or exercise any right under the Agreement will not constitute a waiver of such provision or right and will not preclude such party from enforcing such provision or exercising such right at any later time.

13.7 Modifications; Amendments. Except as otherwise expressly set forth herein, no modification, addition, deletion or waiver of any rights under the Agreement will be binding on a party unless made in writing and signed by a duly authorized representative of each party.

13.8 Governing Law; Jurisdiction and Venue. The Agreement is governed by and will be construed in accordance with the laws of the State of California, without regard to conflict of law principles. Any legal action or proceeding arising under the Agreement will be brought exclusively in the state or federal courts located in Santa Clara County, California, and the parties expressly consent to personal jurisdiction and venue therein.

13.9 Dispute Resolution; Attorneys' Fees and Costs. In any action to enforce the terms of the Agreement, the prevailing party will be entitled to costs and attorneys' fees from the non-prevailing party.

13.10 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 Cloudera will include a paper copy sent to Cloudera's Legal Department at Cloudera's address on the applicable Order Form and with an electronic copy emailed to LegalNotices@Cloudera.com. Notices to Customer may be sent to Customer's address or email address as set forth in the applicable Order Terms, or as provided by Customer within its Cloudera Online Services account.

13.11 Entire Agreement. The Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter thereof and supersedes 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. The terms of the Agreement will prevail over any additional, conflicting or inconsistent terms or conditions which may appear on any purchase order furnished by Customer, and any such terms on a Customer purchase order will have no force or effect, notwithstanding Cloudera's acceptance or execution of such purchase order.

13.12 No Third-Party Beneficiaries. There are no third-party beneficiaries under the Agreement.

13.13 Force Majeure. Except with regard to payment obligations, neither party will be liable to the other, including for any delay or failure to perform, due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riots, strikes or labor disputes, embargoes, government orders, terrorist acts, and denial of service, virus or hacking attacks.

13.14 Independent Contractors. The relationship between the parties established under the Agreement is that of independent contractors, and nothing in the Agreement will be construed to create an employment, partnership, joint venture, or agency relationship between the parties. 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.

13.15 Anti-Corruption. Each party will comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.K. Anti-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 or 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 13.15.

13.16 Export Control. Cloudera 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"). Customer shall not use, nor allow the transfer, transmission, export or re-export of Cloudera Online Services, Cloudera Software 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 Customer's use of such products, technology, services or data give rise to a violation by Cloudera of any Export Control Laws or any other applicable export control and economic sanctions laws and regulations.

13.17 Federal Government End Use Provisions. If Customer is a United States government entity, or the Agreement otherwise becomes subject to the Federal Acquisition Regulation (FAR), Customer acknowledges and agrees that the Cloudera Online Services and all Cloudera Technology provided 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 Cloudera to its customers generally, as set forth in these Terms. 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).

Exhibit E

STATEMENT OF WORK TERMS AND CONDITIONS

Last updated April 5, 2024

Unless set forth otherwise in the Statement of Work ("SOW"), the following terms will apply:

1. The Effective Date of the SOW will be the last date of signature or electronic acceptance.
2. For Services performed on a time and materials basis, deliverables will be service hours only and will be deemed accepted upon delivery. Service hours will be invoiced monthly based on actual hours delivered. Cloudera will use commercially reasonable efforts to complete Services described in the SOW but does not guarantee such Services will be completed within the allotted hours or days set forth in the SOW. If additional hours are required, the parties must mutually approve and execute a Change Order as per Section 11 below.
3. In the event Services are quoted in daily rates, daily charges will be prorated based on actual hours worked, including hours in excess of 8 per day.
4. The Services will be performed within the SOW term, or in the event the SOW does not specify a term, Services will be performed within 12 months following the SOW Effective Date (in each instance, the "Period of Performance").
5. In the event that the (i) SOW is terminated by Customer or (ii) the engagement is delayed or stopped by Customer for more than 60 consecutive days, fees will be due for all Services delivered but not yet invoiced or not yet accepted prior to the date of such termination or delay/stoppage, including reimbursement of all expenses incurred by Cloudera in the performance of such Services; provided, however, that if the termination is for cause related to an uncured breach by Cloudera, Cloudera shall not have the right to fees and expenses to the extent they directly relate to the uncured breach. Additionally, in the event of termination by Customer (save for termination for cause related to an uncured breach by Cloudera), any unused prepaid amounts will expire and not be refunded.
6. Prepaid time and materials services must be used within the Period of Performance. Prepaid Services not used within the Period of Performance will expire and no refund will be given.

7. Staffing

Staffing will consist of full-time and part-time Cloudera resources and also may, at Cloudera's election, include the use of partner resources and/or subcontractors in the provision of the Services. Services will be performed at the Customer location and/or Cloudera locations between the hours of 8:00 AM and 5:00 PM local time (a "Day" where the Services are performed according to a daily rate) Monday through Friday (onsite schedule is Monday through Thursday, or Tuesday through Friday), excluding Cloudera and Customer holidays, unless otherwise mutually agreed upon by both parties.

Cloudera and Customer will mutually agree upon a start date for commencement of Services ("Services Start Date"). Customer agrees that scheduling of Services will require a minimum notice of 10 business days for Services and must be ordered in increments of one (1) week.

Cloudera will use commercially reasonable efforts to schedule resources if given the minimum notice as set forth above. However, Cloudera does not guarantee that every request will be fulfilled within the notice period.

8. Where Customer requests the Services Start Date to be cancelled or rescheduled within 10 business days of the Services Start Date: (i) Customer will reimburse Cloudera for any non-refundable travel expenses that were booked prior to Cloudera's receipt of Customer's request to cancel or reschedule; and (ii) Cloudera will be entitled to invoice and Customer agrees to pay for the associated cost of providing one (1) week of Services to be calculated based upon the fees set forth in the SOW.

9. Customer Responsibilities

a. Customer will be responsible for fully describing business requirements to Cloudera including completing a questionnaire from Cloudera along with current ETL and data processing overview.

b. Customer will assign a Project Manager to monitor progress and resolve issues on the Customer side. The Project Manager will also:

i. Be available to Cloudera personnel throughout the life of the project;

ii. Coordinate all interviews and meeting schedules with the Customer team.

c. Customer will assign managers, full-time system administrators and other personnel, as appropriate, to work with Cloudera throughout the project duration. Customer will make a knowledgeable representative available to Cloudera during all phases of the engagement and will engage and participate throughout the project duration. In particular, Customer will work collaboratively with Cloudera to address any issues with Customer's environment in a timely manner.

d. Customer will provide all resources, information, and materials in support of the project set forth in the SOW, including any required items that are outside the scope of the Cloudera Products and Hortonworks Products.

e. Customer will purchase or provide all hardware, software, licenses, staff, current maintenance contracts and environments (including supported Cloud platforms) necessary for Cloudera to provide the Services. Customer will also configure a hardware environment appropriate for installation of the Cloudera Products and Hortonworks Products, as applicable, and associated use case(s) before the Services Start Date.

f. Customer will provide Cloudera personnel with access to Customer's building facilities, computer room facilities, systems (including internet access), passwords, etc., as needed, during normal business hours as well as after hours, if necessary, and a suitable work area commensurate with the number of onsite Cloudera consultants. This access will include access to all necessary documentation, information, and instructions required to complete the engagement set forth in the SOW.

g. Customer will be responsible for determining what of its data qualifies as regulated data subject to one or more regulatory regimes, including, but not limited to, data subject to the Payment Card Industry Data Security Standard ("PCI DSS"), Protected Health Information ("PHI") subject to the Health Insurance Portability and Accountability Act (HIPAA), financial information subject to the Sarbanes-Oxley Act of 2002, and Personally Identifiable Information ("PII") subject to various data privacy and/or data security regulations, including the General Data Protection Regulation (EU) 2016/679 ("GDPR") (such regulations hereinafter being referred to as "Data Regulations"). Further, Customer agrees that: (i) it will be responsible for its compliance with these various Data Regulations; and (b) no data subject to such Data Regulations will be provided to Cloudera during the engagement set forth in the SOW.

h. In the event Cloudera utilizes Customer systems or computers that store Cloudera property (either pre-existing to the engagement or created during the engagement), Customer will permit Cloudera the opportunity to remove a copy of such Cloudera property from such system or computer upon or before completion of the services under the applicable SOW.

10. Cloudera Responsibilities. Provided that an Engagement Manager has been allocated to the project, Cloudera will have the following responsibilities:

a. Cloudera will provide a single point of contact to Customer for the duration of the project for coordination and scheduling of project tasks, documentation and any changes to scope requiring a Change Order.

b. Cloudera will coordinate activities of all Cloudera resources and provide consultants with the requisite skills necessary to properly execute the requirements of the SOW.

c. Cloudera will communicate status and changes to status to Customer before and during the engagement.

11. Change Process

If either party wishes to make changes to the SOW, including but not limited to modifying the scope of work or the fees, such changes will only be effective upon mutual approval and execution of a "Change Order" describing such changes. Cloudera will have no obligation to provide Services pursuant to a Change Order unless both parties have executed a Change Order.

12. Delays

Where delays on a fixed fee SOW are solely the Customer's fault, Customer will be responsible for any additional costs. Such costs will be reasonable and set forth in a Change Order that is approved and executed by both parties as per Section 11.

13. Acceptance Process for Fixed Fee Services

For Services performed on a fixed fee basis to include documentation deliverables or other deliverables (the "Deliverables"), Cloudera will notify Customer upon delivery of the Deliverables and Customer will have three (3) business days to review such Deliverables (the "Acceptance Period") to confirm that the Deliverables conform to any acceptance criteria as may be set forth in the SOW. Within the Acceptance Period, Customer must provide to Cloudera in writing its acceptance of the Deliverables or a notification of any issues or deficiencies. In the event of notification of any issues or deficiencies, Cloudera may, in its sole discretion, either promptly revise the Deliverables and resubmit them for Customer review, or if such revision and resubmission is not reasonably practicable, as Customer's sole remedy and Cloudera's exclusive obligation, Cloudera will refund any pre-paid fees for the non-conforming Deliverable, the SOW will terminate and no further fees will be due under the SOW. If Customer fails to provide Cloudera written notice of either acceptance or notification of issues or deficiencies within the Acceptance Period, the Deliverable(s) will be deemed accepted and any related payments will become due.

14. Escalation Process

The escalation process provides a mechanism to alert Project Managers and other management personnel to issues not being resolved. Either Cloudera or Customer may escalate a project issue as follows:

- a. Raise the issue initially to the Project Lead.
- b. If not resolved at the Project Lead level, an issue report will be generated and the issue will be escalated to the Customer-nominated sponsor.
- c. If the issue cannot be resolved within a predetermined period or falls outside the authority of the sponsor, it will be escalated to Cloudera's VP of Field Technical Services.

15. "Services" as referenced herein and in the SOW means the design, development, operational and other professional services performed or to be performed by Cloudera under the SOW.

16. Policies

Cloudera's Data Policy and Privacy Statement found at <https://www.cloudera.com/legal/policies.html>, as may be updated by Cloudera from time to time (the "Data Policy" and the "Privacy Statement," respectively), will apply to Services.

17. Suspension Rights:

In addition to any of its other rights or remedies (including, without limitation, any termination rights) under this SOW or the Agreement, Cloudera reserves the right to suspend provision of Services to Customer (i) if Customer is more than thirty (30) days overdue on any payment obligation in connection with this SOW or (ii) as required by law or at the request of governmental entities. If suspension is due to past due amounts under (i) above, the applicable Services will be resumed upon receipt by Cloudera of all overdue amounts and any project timelines will be adjusted to account for the period during which the Services were suspended. No suspension under this paragraph will relieve Customer from complying with any of Customer's obligations under this SOW, including applicable payment obligations.

18. Cloudera Travel and Expense Policy:

All actual expenses incurred by Cloudera personnel in the performance of Cloudera-related business activities will be reimbursed as per the policy below. Expense reports should be submitted on a weekly basis.

Documentation

Cloudera requires expenses to be documented by a scan of the original receipt for expenditures over \$25.00 (except for per diem expenses, if any) and must be attached to the expense report in the Cloudera expense system. Although not required for items under \$25.00 (except for per diem expenses, if any), receipts should be retained and available upon request.

Overnight Travel

During overnight travel, Cloudera personnel will be reimbursed for actual, reasonable and properly documented meal expenses.

Air Travel

Air travel is to be at the most economical flight cost available. Cancellation fees for changed or rescheduled flights will be billable. For international travel in excess of 8 hours, Economy Plus seating is authorized.

Ground/Automobile Rental

All automobile rental arrangements should be for the most economic class vehicle. Rental cars should be refueled prior to return whenever possible. Under no circumstances will traffic violations, including parking tickets, be reimbursed. When there are 3 or more persons, special luggage considerations, or a legitimate business need, a larger size automobile may be rented.

Use of a personal car in lieu of public transportation or a rental car is permitted when pre-approved by the Customer.

Mileage reimbursement will be calculated at the then-current U.S. Internal Revenue Service standard mileage rates.

Car Insurance

US/Canada: Insurance should not be purchased.

EMEA/APAC/LATAM: Insurance should be purchased.

Lodging

Cloudera employees are expected to lodge at moderately priced hotels and report the actual room charges plus the applicable taxes under lodging in Cloudera's expense system.

Laundry

Laundry costs are reimbursed only when travel extends more than 5 consecutive business days and the employee does not return home over the weekend.

Non-reimbursable Expenses

In general, expenditures of a personal nature, unreasonable or excessive expenses, or those not specifically related to the conduct of business are not reimbursable.

Exhibit F

Cloudera Standard License

Version 2025-02-11

THE TERMS AND CONDITIONS OF THIS CLOUDERA STANDARD LICENSE (THE “AGREEMENT”) APPLY TO YOUR USE OF OR ACCESS TO THE PRODUCTS (AS DEFINED BELOW) MADE AVAILABLE BY CLOUDERA, INC. (“CLOUDERA”).

PLEASE READ THIS AGREEMENT CAREFULLY.

IF YOU (“YOU” OR “CUSTOMER”) PLAN TO USE OR ACCESS ANY OF THE PRODUCTS ON BEHALF OF A COMPANY OR OTHER ENTITY, YOU REPRESENT THAT YOU ARE THE EMPLOYEE OR AGENT OF SUCH COMPANY OR OTHER ENTITY AND YOU HAVE THE AUTHORITY TO ACCEPT ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT ON BEHALF OF SUCH COMPANY OR OTHER ENTITY.

BY USING OR ACCESSING ANY OF THE PRODUCTS, YOU ACKNOWLEDGE AND AGREE THAT YOU: (A) HAVE READ, (B) UNDERSTAND, AND (C) AGREE TO BE LEGALLY BOUND BY, ALL OF THE TERMS SET FORTH IN THIS AGREEMENT.

IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS ANY PORTION OF THE PRODUCTS.

THE “EFFECTIVE DATE” OF THIS AGREEMENT IS THE DATE YOU FIRST DOWNLOAD OR ACCESS ANY OF THE PRODUCTS.

1. **Product.** For the purpose of this Agreement, “Product” means any of Cloudera’s offerings provided to Customer under the terms of this Agreement, including but not limited to (a) subscriptions to deploy and use Cloudera software on Customer’s premises or on a trial basis and (b) online services offerings identified in the applicable Order Form that are provided by Cloudera as hosted, cloud-based services (“Cloudera Online Services”). Product includes the right to use Cloudera Software, where “Cloudera Software” is defined as the software that is included in the Products, including software that is distributed to Customer as part of Cloudera’s on-premises offerings, the hosted software that is part of a Cloudera Online Service, or any software distributed to Customer as part of and/or to enable the delivery of Cloudera Online Services.

2. **Entire Agreement.** This Agreement includes any exhibits attached hereto and web links referenced herein or in any exhibit. This Agreement is the entire agreement of the parties regarding the subject matter hereof, and except as may be otherwise agreed by the parties in writing, supersedes all other agreements between the parties, whether oral or written, regarding the subject matter hereof.

3. **Delivery.** The Products are delivered to Customer via electronic download or, in the case of Cloudera Online Services, as a hosted, cloud-based service, accessible to Customer through a web browser and made available following Customer’s acceptance of this Agreement.

4. **Access and Usage Rights; License Grant.**

4.1 **Access to and Use of Cloudera Online Services.** Subject to the terms of the Agreement, Customer may access and use the Cloudera Online Services solely for Customer’s internal business purposes, solely for the subscription period of such Cloudera Online Services, and in accordance with applicable documentation.

4.2 **License to Cloudera Software.** Subject to the terms of the Agreement, Cloudera grants to Customer a nonexclusive, nontransferable, non-sublicensable, revocable and limited license to access and use any Cloudera Software that is distributed to Customer solely for Customer’s internal purposes, solely during the subscription term for the Product associated with such Cloudera Software, and in accordance with applicable documentation.

5. License Restrictions. Unless expressly otherwise set forth in this Agreement, Customer will not:

- (a) modify, translate or create derivative works of any Cloudera Software;
- (b) decompile, reverse engineer or reverse assemble any Cloudera Software or attempt to discover any source code or underlying ideas or algorithms of the Cloudera Software;
- (c) sell, assign, sublicense, rent, lease, loan, provide, distribute or otherwise transfer all or any portion of the Cloudera Software;
- (d) make, have made, reproduce or copy the Cloudera Software;
- (e) remove or alter any trademark, logo, copyright or other proprietary notices associated with the Cloudera Software; or
- (f) cause or permit any other party to do any of the foregoing.

6. Ownership. As between Cloudera and Customer and subject to the grants under this Agreement, Cloudera owns all right, title and interest in and to: (a) the Products; (b) the Cloudera Software (including, but not limited to, any modifications thereto or derivative works thereof); (c) all ideas, inventions, discoveries, improvements, information, creative works and any other works discovered, prepared, created or developed by Cloudera in the course of or resulting from the provision of any services under this Agreement; and (d) any and all Intellectual Property Rights embodied in the foregoing. For the purpose of this Agreement, "Intellectual Property Rights" means any and 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. As between the parties and subject to the terms and conditions of this Agreement, Customer owns all right, title and interest in and to the data generated by the use of the Products by Customer. There are no implied licenses in this Agreement, and Cloudera reserves all rights not expressly granted under this Agreement. No licenses are granted by Cloudera to Customer under this Agreement, whether by implication, estoppel or otherwise, except as expressly set forth in this Agreement.

7. Confidentiality; Publicity; Data Protection.

7.1 Confidentiality. "Confidential Information" means all information disclosed (whether in oral, written, or other tangible or intangible form) by Cloudera to Customer concerning or related to this Agreement or Cloudera (whether before, on or after the Effective Date) which Customer knows or should know, due to the nature of the information and circumstances surrounding its disclosure, is confidential information of Cloudera. Confidential Information includes, but is not limited to, the components of the business plans, the Products, inventions, design plans, financial plans, computer programs, know-how, customer information, strategies, trade secrets, and other similar information. Customer will, during the term of this Agreement and thereafter, maintain in confidence the Confidential Information and will not use such Confidential Information except as expressly permitted herein. Customer will use the same degree of care in protecting the Confidential Information as Customer uses to protect its own confidential information from unauthorized use or disclosure, but in no event less than reasonable care. Confidential Information will be used by Customer solely for the purpose of carrying out Customer's obligations under this Agreement. In addition, Customer: (a) will not reproduce Confidential Information, in any form, except as required to accomplish Customer's obligations under this Agreement; and (b) will only disclose Confidential Information to its employees and consultants who have a need to know such Confidential Information in order to perform their duties under this Agreement and provided such employees and consultants have executed a non-disclosure agreement with Customer with terms no less restrictive than the non-disclosure obligations contained in this Section. Confidential Information will not include information that: (i) is in or enters the public domain without breach of this Agreement and through no fault of Customer; (ii) Customer can reasonably demonstrate was in its possession prior to first receiving it from Cloudera; (iii) Customer can demonstrate was developed by Customer independently and without use of or reference to the Confidential Information; or (iv) Customer receives from a third-party without restriction on disclosure and without breach of a nondisclosure obligation. Customer 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, Customer provides to Cloudera 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 Customer 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. Notwithstanding any terms to the contrary in this Agreement, any suggestions,

comments or other feedback provided by Customer to Cloudera with respect to the Products (collectively, "Feedback") will constitute Confidential Information. Further, Cloudera will be free to use, disclose, reproduce, license and otherwise distribute, and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of Intellectual Property Rights or otherwise.

7.2 Publicity. Cloudera shall have the right to include Customer's name and logo on Cloudera's website and other public customer lists. Customer agrees to cooperate with Cloudera, at Cloudera's reasonable request, on public content that describes Customer's election to use Cloudera Products or services, including, but not limited to, press releases describing Customer's election to use the Cloudera Products or services; and publication of written or video success stories describing Customer's use of the Cloudera Products or services.

7.3 Data Protection. Cloudera's Product & Service Data Policy located at <https://www.cloudera.com/legal/policies.html>, as may be updated by Cloudera from time to time, will apply to and govern (a) Cloudera's handling, storing, and otherwise treating of the various types of data identified therein in connection with Customer's use of the Products and associated services and (b) Customer's obligations with respect to such data in connection with Customer's use of Cloudera's Products and associated services. The Cloudera Product & Service Data Policy (including capitalized terms therein) is hereby incorporated into this Agreement by reference.

8. Warranty Disclaimer. Customer represents, warrants and covenants that: (a) all of its employees and consultants will abide by the terms of this Agreement; (b) it will comply with all applicable laws, regulations, rules, orders and other requirements, now or hereafter in effect, of any applicable governmental authority, with respect to Customer's conduct of business and performance of its obligations under this Agreement. Notwithstanding any terms to the contrary in this Agreement, Customer will remain responsible for the acts or omissions of all employees or consultants of Customer to the same extent as if such acts or omissions were undertaken by Customer. THE PRODUCTS (INCLUDING THE CLOUDERA SOFTWARE) ARE MADE AVAILABLE TO CUSTOMER ON AN "AS IS" OR "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR CONDITIONS OF ANY KIND. CLOUDERA AND ITS SUPPLIERS DO NOT WARRANT THAT ANY OF THE PRODUCTS (INCLUDING THE CLOUDERA SOFTWARE) WILL BE FREE FROM ANY BUGS, ERRORS, OMISSIONS, OR THAT CLOUDERA AND ITS SUPPLIERS WILL PREVENT THIRD PARTY DISRUPTIONS OR UNAUTHORIZED ACCESS TO PRODUCTS. CLOUDERA, ITS SUPPLIERS DISCLAIM ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE PRODUCTS (INCLUDING THE CLOUDERA SOFTWARE) 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 CLOUDERA 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. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER HAS NOT RELIED ON ANY WARRANTY.

9. Indemnification. Customer will indemnify, defend and hold Cloudera and its directors, officers, employees, suppliers, consultants, contractors, and agents ("Cloudera Indemnitees") harmless from and against any and all actual or threatened suits, actions, proceedings (at law or in equity), claims (groundless or otherwise), damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorney fees, costs, penalties, interest and disbursements) resulting from any claim (including third-party claims), suit, action, or proceeding against any Cloudera Indemnitees, whether successful or not, caused by, arising out of, resulting from, attributable to or in any way incidental to:

(a) any breach of this Agreement by Customer (including, but not limited to, any breach of any of Customer's representations, warranties or covenants);

(b) the negligence or willful misconduct of Customer; or

(c) the data and information used in connection with, or generated by, Customer's use of the Products.

10. Limitation of Liability. EXCEPT FOR ANY ACTS OF FRAUD OR WILLFUL MISCONDUCT, IN NO EVENT WILL: (A) CLOUDERA BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR

IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS (INCLUDING RELATED TO YOUR USE, ACCESS OR INABILITY TO USE, ACCESS THE PRODUCTS OR THE CLOUDERA SOFTWARE), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF CLOUDERA HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) CLOUDERA'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE GREATER OF THE AGGREGATE OF THE AMOUNTS PAID OR PAYABLE TO CLOUDERA, IF ANY, UNDER THIS AGREEMENT OR FIVE HUNDRED U.S. DOLLARS (\$500.00). MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

11. Third-Party Software. The Cloudera Software may include copyrighted, patented and/or otherwise legally protected software and/or material of third parties (including open source software) that is licensed to, sublicensed to, and/or otherwise distributed or made available by Cloudera to Customer ("Third-Party Software"). Third-Party Software is made available to Customer under such separate license, and not this Agreement. Cloudera makes a list of Third-Party Software available to Customer: (a) with Cloudera's documentation, (b) in the notice file that accompanies the Cloudera Software, and/or (c) in another reasonable manner. Customer accepts and agrees to the terms of third-party licenses applicable to the Third-Party Software and acknowledges that such third parties disclaim and make no representation or warranty with respect to the Products, the Cloudera Software, Third-Party Software, or any portion thereof, and assume no liability for any claim that may arise with respect to the Products, the Cloudera Software or Third-Party Software, or Customer's use, access, or inability to use, access the same.

12. Termination. The term of this Agreement commences on the Effective Date and continues for the specified trial period, or other applicable period specified by Cloudera, unless terminated by Cloudera for Customer's breach of any material term herein. Notwithstanding any terms to the contrary in this Agreement, in the event of a breach of Sections 4, 5, 6 or 7, Cloudera may immediately terminate this Agreement. Upon expiration or termination of this Agreement: (a) all rights and licenses granted to Customer under this Agreement will immediately cease; (b) Customer must immediately delete any associated license keys provided by Cloudera and cease any use of such keys; (c) upon request from Cloudera, Customer must confirm in writing Customer's compliance with the foregoing provisions in (a) and (b); and (d) Customer will promptly return to Cloudera all Confidential Information (including, but not limited to the Cloudera Software) then in its possession or destroy all copies of such Confidential Information, at Cloudera's sole discretion and direction. Notwithstanding any terms to the contrary in this Agreement, this sentence and the following Sections will survive any termination or expiration of this Agreement: 5, 6, 7.1, 7.3, 8, 9, 10, 11, 12, 13, 14 and 15.

13. Beta Software. In the event that Customer uses the functionality in a Product for the purposes of downloading and installing, or accessing, any Cloudera-provided public beta software, such beta software will be subject either to the Apache v2 license, or to the terms and conditions of the Public Beta License located at the following link: <https://www.cloudera.com/content/www/en-us/legal/terms-and-conditions/ClouderaBetaLicense.html>, as applicable.

14. Third-Party Resources. Products may include hyperlinks to other web sites or content or resources ("Third-Party Resources"), and the functionality of such Products may depend upon the availability of such Third-Party Resources. Cloudera has no control over any Third-Party Resources. You acknowledge and agree that Cloudera is not responsible for the availability of any such Third-Party Resources, and does not endorse any advertising, products or other materials on or available from such Third-Party Resources. You acknowledge and agree that Cloudera is not liable for any loss or damage which may be incurred by you as a result of the availability of Third-Party Resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such Third-Party Resources.

15. Miscellaneous. This Agreement is made and governed by and construed in accordance with the laws of the State of California, without resort to its conflict of law provisions. The parties agree that any action at law or in equity arising out of or relating to this Agreement will be filed only in the state and federal courts located in Santa Clara County, California, and the parties hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of this Agreement. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the parties will negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled. Except for payments due by Customer due to access and usage of the Products, neither party will be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but

not limited to acts of God (fire, storm, floods, earthquakes, etc.), civil disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or termination of service by any service providers being used by Cloudera to link its servers to the Internet, labor disturbances, vandalism, cable cut, computer viruses or other similar occurrences, or any malicious or unlawful acts of any third party (each a "Force Majeure Event"). In the event of any such delay the date of delivery will be deferred for a period equal to the time lost by reason of the delay. 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 confirmed email, confirmed facsimile or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the attention of the notified party's "General Counsel" at the corporate address specified on its company website or at such other address as may hereafter be furnished in accordance with this Section; provided, however, that notices to Cloudera shall include an email of such notice to LegalNotices@Cloudera.com. No modification, addition or deletion, or waiver of any rights under this Agreement 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.

Exhibit G

CLOUDERA, INC. ONE-TIME RESELLER AGREEMENT

(ON-LINE VERSION)

Last updated: 03/31/2025

THIS ONE-TIME RESELLER AGREEMENT ("AGREEMENT") IS BETWEEN YOU ("YOU" OR "RESELLER") AND CLOUDERA, INC., A DELAWARE COMPANY LOCATED AT 6220 AMERICA CENTER DRIVE, 5TH FLOOR, SAN JOSE, CA, 95002 AND ITS AFFILIATES ("CLOUDERA"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER ENTITY, YOU REPRESENT THAT YOU ARE AN EMPLOYEE OR AGENT OF SUCH COMPANY OR OTHER ENTITY AND YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUCH COMPANY OR OTHER ENTITY.

BY ACCEPTING THIS AGREEMENT BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, RESELLER AGREES THAT THE RESALE OF THE CLOUDERA PRODUCTS LISTED IN THE ORDER FORM TO THE END USER IDENTIFIED IN THE ORDER FORM IS GOVERNED BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

All references in this Agreement to the "purchase" or "sale" of the Cloudera Software will mean, with respect to all such Cloudera Software that is covered by Intellectual Property Rights owned by Cloudera (or to which Cloudera has rights), the acquiring or granting, respectively, of a license to use such Cloudera Software, and to exercise any other rights pertaining to such Cloudera Software which are expressly set forth herein.

1. **Definitions.** For the purposes of this Agreement, the following terms 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 with respect to which a party is under common control with such 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 **"Cloudera Online Services"** means online services offerings as identified in the applicable Order Form that are provided by Cloudera, using hosted Cloudera Software, as cloud-based services. Cloudera Online Services may also utilize Cloudera Software, which is distributed to Customer.
 - 1.3 **"Cloudera Product & Service Data Policy"** is Cloudera's policy which describes Cloudera's collection, use, storage, and otherwise processing of data related to the End Customer (including any Customer Affiliate) and to the End Customer's use of Cloudera Products and Services in connection with agreements or terms and conditions in place between the parties. The Cloudera Product & Service Data Policy can be found at the following link: The Cloudera Product & Service Data Policy.
 - 1.4 **"Cloudera Products"** means Cloudera offerings as follows: (i) for Cloudera's on-premise offerings, Subscriptions to use the applicable Cloudera on-premises offering identified in the Order Form together with the associated Support Services during the Subscription Period in accordance with the terms of the End Customer Agreement, (ii) for Cloudera's hosted, cloud-based offerings, the right to use the Cloudera Online Services identified in the Order Form during the Subscription Period in accordance with the terms of the End Customer Agreement, (iii) Cloudera Professional Services, and/or (iv) Cloudera Training Packages, all as set forth in the Order Form.
 - 1.5 **"Cloudera Professional Services"** means the Cloudera professional and/or consulting services offerings performed or to be performed by Cloudera, as may be set forth in the Order Form.
 - 1.6 **"Cloudera Software"** means the software that is included in the Cloudera Products, including software that is distributed to End Customer as part of Cloudera's on-premises offerings, the hosted software that is part of a Cloudera Online Service, or any software distributed to End Customer as part of and/or to enable the delivery of Cloudera Online Services (including software deployed to a Workload Environment and/or On-Premise/Private

Cloud Environment, as such terms are defined in the Cloudera Product & Service Data Policy).

1.7 **“Cloudera Training Packages”** means Cloudera training services as may be set forth in the Order Form, including all Training Materials. For purposes of Cloudera Training Packages, “Training Materials” means the course slides, OnDemand videos and other documentation including the training exercises and labs provided in conjunction with Cloudera Training Packages.

1.8 **“End Customer”** or **“End User”** means the end user entity named on the Order Form purchasing the Cloudera Product(s) for its internal use, and not for resale, lease, loan or redistribution.

1.9 **“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.

1.10 **“Metrics”** means the license usage, subscription metrics, and/or support entitlement metrics necessary to meter End Customer’s usage of Cloudera 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 End Customer’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>.

1.11 **“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 Cloudera 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 purposes of interpreting the End Customer Agreement despite subsequent modifications by Cloudera prior to distribution to Customer.

1.12 **“Order Form”** means the order form for Cloudera Products to which this Agreement is attached.

1.13 **“Pre-Existing Property”** means any and all Intellectual Property Rights owned or controlled by Cloudera 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.

1.14 **“Services”** means collectively the Cloudera Professional Services and Cloudera Training Packages purchased by Reseller for the End Customer under the Order Form as stand-alone services or as part of a Subscription.

1.15 **“Subscription”** means a Cloudera offering that provides the End Customer 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 identified in the Order Form, for which Reseller is purchasing for the End Customer, and the End Customer will be entitled to the benefits of, the applicable Subscription.

1.17 **“Support Services”** means the technical support and software maintenance provided by Cloudera and included as part of Subscriptions for the various Cloudera Products, as further described in the End Customer Agreement.

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 Cloudera to Reseller for the End Customer. Third-Party Software includes Open Source Software.

1.19 **“Work Product”** means all tangible materials (including but not limited to drawings and documentation) delivered by Cloudera to the End Customer in the course of Cloudera’s performance of Cloudera Professional Services that are created for the End Customer as set forth in an Order Form for Cloudera Professional Services; provided, however, that Work Product expressly excludes any and all: (i) Pre-Existing Property; (ii) Cloudera Training Materials; (iii) related documentation; (iv) improvements, modification, enhancements, or extensions to or derivative works of Pre-Existing Property created or developed by Cloudera during the course of performing Services that have or could have general applicability to Cloudera’s customers (“General Enhancements”); and (v) ideas, processes, programs, Cloudera Software, and developments of general application throughout all industries or a single industry that are discovered, created or developed by Cloudera during the course of performing the Services (“Cloudera IP”), provided that General Enhancements and Cloudera IP will never include any of the End Customer’s Confidential Information.

2. **Grants; Restrictions.**

2.1 Cloudera Products. Subject to the terms and conditions of this Agreement and the Order Form, Cloudera hereby grants to Reseller, during the Term, a non-exclusive, limited and revocable license to market, promote, offer to sell, distribute and sell the Cloudera Software to the End Customer for the duration of the Subscription Period.

2.2 Cloudera Services. Subject to the terms and conditions of this Agreement and the Order Form, Cloudera hereby grants to the Reseller, during the Term, a non-exclusive, limited and revocable license to market, promote, offer to sell, distribute and sell the Cloudera Professional Services and Cloudera Training Packages to the End Customer.

3. **Orders Forms; End Customer Agreements; Delivery; Support.**

3.1 End Customer Orders. As between the parties, Reseller will be solely responsible for: (i) soliciting and procuring an applicable order from the End Customer for the sale of Cloudera Products; and (ii) determining the prices at which Reseller will sell the Cloudera Products to the End Customer.

3.2 End Customer Agreement. Prior to the End Customer receiving access to Cloudera Products that it has purchased through Reseller, Reseller will require the End Customer to affirmatively accept and/or execute, as applicable, Cloudera's enterprise subscription master agreement and/or a separate agreement as may be required for any specific Cloudera Product, e.g., Cloudera Online Services, Cloudera Training Packages, or Cloudera Professional Services, as applicable (each an "End Customer Agreement"). Each End Customer Agreement will be made available to the End Customer via Cloudera's End Customer website portal (the "Customer Portal") for affirmative acceptance or provided separately by Reseller to End Customer for execution. Reseller will ensure that the End Customer receives instructions for how to access and accept the End Customer Agreement. Reseller will cooperate with any requests from Cloudera with respect to Cloudera's procurement or enforcement of the End Customer Agreement. Cloudera reserves the right, at any time and in Cloudera's sole discretion, to terminate any End Customer Agreement pursuant to the terms in the applicable End Customer Agreement.

3.3 Delivery of Cloudera Products. Following the execution of this Agreement by Cloudera and Reseller and Cloudera's receipt of Reseller's purchase order, Cloudera will: (i) furnish to Reseller any registration information for Reseller to provide to the End Customer (including, without limitation, any hyperlinks to the Customer Portal) so as to enable such End Customer to receive access to, and/or to download, the Cloudera Software; and/or (ii) provide the End Customer with the Cloudera Training Packages or Cloudera Professional Services pursuant to the Order Form.

3.4 End Customer Warranties and Support Services. Cloudera will provide its standard Support Services to the End Customer as set forth in the terms of the End Customer Agreement. Cloudera's warranty obligations to the End Customer are limited to those obligations, if any, in the End Customer Agreement. Reseller will: (i) promptly transfer to Cloudera any Support Service inquiries from the End Customer received by Reseller for resolution by Cloudera; and (ii) promptly report to Cloudera all complaints from the End Customer relating to the Cloudera Products (including any warranty claims). Notwithstanding the foregoing, Reseller will cooperate with Cloudera in addressing any End Customer complaints concerning the Cloudera Products and will take any necessary action to resolve such complaints as may be requested by Cloudera.

4. **Compliance with Laws.**

4.1 Export Control Laws. Reseller acknowledges that the laws and regulations of the United States restrict the export and re-export of software, commodities and technical data of United States origin, which laws and regulations include, but are not limited to, 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"). Reseller will comply with all Export Control Laws in dealing with the Cloudera Products. Reseller represents and warrants that it will not sell, export (including "deemed" exports), re-export, transship, transfer, transmit, divert or otherwise dispose of the Cloudera Products, directly or indirectly to any person, firm, entity, or country prohibited by applicable Export Control Laws, or for any purpose prohibited by Export Control Laws, including, without limitation, nuclear, chemical or biological weapons proliferation development of missile technology, or for use in the oil and gas industry, in particular in connection with any deep-water, Arctic offshore or shale projects. Reseller will not transfer or provide the

Cloudera Products to any party for a military purpose or end use. Reseller represents that it is not an entity listed on OFAC's list of Specially Designated Nationals, Sectoral Sanctions Identification List, or any other export control lists. Reseller will inform relevant Reseller personnel of the necessity to comply with these restrictions.

4.2 Anti-Corruption Compliance. Reseller will comply with all applicable anti-corruption laws, including, without limitation, the U.S. Foreign Corrupt Practices Act ("FCPA") and the U.K. Bribery Act. Reseller represents and warrants 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 Reseller or Cloudera in obtaining or retaining an improper business advantage. Reseller will promptly notify Cloudera if it receives a request to take any action which may violate its obligations under this Section. Reseller agrees to make its books and records available for review by Cloudera to confirm Reseller's compliance with its obligations under this provision.

4.3 Compliance with Privacy and Data Protection Laws. Reseller will comply with all applicable data privacy, data protection and data security laws and regulations in its performance under this Agreement, including without limitation, and to the extent applicable, the General Data Protection Regulation ("GDPR").

4.4 Compliance with Laws Prohibiting Human Trafficking. Reseller will: (i) comply with the Modern Slavery Act 2015 and any other similar laws, regulations or directives which apply to its business or in the place where the Agreement is performed; and (ii) take reasonable steps to ensure that there is no modern slavery or human trafficking activity in its supply chain or in any part of its business.

4.5 General Compliance. Reseller will furnish to Cloudera any information and take any action requested by Cloudera to enable Cloudera to comply with applicable laws, orders and regulations related to this Agreement and/or the Cloudera Products. Reseller will not, by itself or with or through others, participate in any illegal, deceptive, misleading or unethical practices or activities in connection with or related to Cloudera Products or Cloudera, or take any other action which may be detrimental to the Cloudera Products or Cloudera.

- 5. Financial Considerations.** Cloudera will issue invoices to Reseller upon execution of the applicable Order Form for the Cloudera Products (including any fees associated with prepay credits related to Cloudera Online Services) purchased by Reseller directly from Cloudera for resale to the End Customer. Reseller will pay to Cloudera the total fees due as set forth in the Order Form. Except for any specific provisions in the End Customer Agreement allowing for early termination, the Subscription Period is non-cancelable and non-terminable, and Cloudera will not be obligated to issue any refunds for Cloudera Product fees paid (except as expressly provided in the End Customer Agreement). Unless otherwise set forth in the Order Form or agreed otherwise by the parties in writing, Reseller agrees to pay all amounts set forth on an invoice within 30 days of the date of the invoice, regardless of whether Reseller has invoiced or received payment from the End Customer for the Cloudera Products ordered. Interest on any late payments will accrue at the rate of 1.5% per month, or the highest rate permitted by law, whichever is lower, from the date such amount is due until the date such amount is finally paid in full. All payments due under this Agreement will be made: (i) by bank wire transfer, electronic ACH deposit or company check in immediately available funds to an account designated by Cloudera; and (ii) in the currency as set forth in the Order Form. The fees for Cloudera Products do not include taxes. Reseller will pay any and all sales, use, excise, import, export, value added, GST or similar taxes ("Transaction Taxes") and all government permit or license fees, and all customs, duty, tariff and similar fees levied upon the sale of Cloudera Products under this Agreement, exclusive of income taxes based on Cloudera's net income. Reseller will pay any costs associated with the collection of Transaction Taxes, including penalties and interest. If Reseller is required to pay any withholding tax, charge or levy with respect to payments to Cloudera ("Withholding Taxes"), Reseller agrees to gross up payments actually made to Cloudera such that Cloudera receives sums due in full and free of any deduction of any such Withholding Tax, subject to Cloudera providing documentation to support the lowest legal withholding rate under the applicable double tax treaty. Cloudera will cooperate with Reseller to enable Reseller to pay the lowest legal withholding rate by providing any available tax documents in its possession to support the lowest applicable withholding rate.

6. Confidentiality; Data Protection.

6.1 "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 this Agreement (whether before, on or after the Effective Date) that:

(i) is characterized as Confidential Information at the time of disclosure or within a reasonable time after disclosure; or (ii) 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 includes, but is not limited to, Cloudera Products, components of business plans, financial plans, know-how, customer information, strategies and other similar information. Further, as between the parties, the End Customer information will be deemed the Confidential Information of Cloudera. Confidential Information will not include information that: (i) is in or enters the public domain without breach of this 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.

6.2 Period of Confidentiality. The Receiving Party will, during the Term of this Agreement, and for three (3) years thereafter, use the same degree of care to maintain the confidentiality of the Confidential Information of the Disclosing Party 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.

6.3 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 Agreement. 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 Agreement. 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.

6.4 Remedy for Breach. The parties agree that damages may be an inadequate remedy in the event of a breach of this Section 6. Therefore, the parties agree that, in addition to any other rights and remedies otherwise available to a party, such party may seek injunctive and other equitable relief in the event of a breach or threatened breach by the other party of this Section 6.

6.5 Feedback. Notwithstanding any terms to the contrary in this Agreement, any suggestions, comments or other feedback provided by Reseller to Cloudera with respect to Cloudera or any of the Cloudera Products (collectively, "Feedback") will constitute Confidential Information of Cloudera. Further, Cloudera will be free to use, disclose, reproduce, license, distribute and otherwise exploit the Feedback provided to Cloudera as it sees fit, entirely without obligation or restriction of any kind on account of Intellectual Property Rights or otherwise.

6.6 Data Protection. The Cloudera Product & Service Data Policy, as may be updated by Cloudera from time to time, 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. Ownership; Reservation of Rights.** As between the parties and subject to the licenses granted by Cloudera under Section 2 of this Agreement, Cloudera and its licensors own and retain all right, title and interest in and to: (i) the Cloudera Software (including any associated documentation); (ii) the Cloudera Online Services; (iii) the Cloudera IP; (iv) the Pre-Existing Property; (v) the General Enhancements; (vi) the Cloudera Training Packages (including any associated documentation); (vii) Cloudera Professional Services and all Work Product resulting therefrom; (viii) all Cloudera logos and trademarks included in any of the foregoing; (ix) all materials (including, but not limited to, software, prototypes, drawings and documentation) and any ideas, designs, techniques, inventions, discoveries, improvements, creative works, any other works discovered, prepared or developed by Cloudera in the course of performing any Services; and (x) any and all Intellectual Property Rights embodied in the foregoing including any updates, patches or fixes to, or modifications or derivative works of, the foregoing.

Cloudera reserves all rights not expressly granted in this Agreement, and no licenses are granted by Cloudera to

Reseller under this Agreement, whether by implication, estoppel or otherwise, except as expressly set forth in this Agreement.

8. Warranties; Disclaimer.

8.1 Warranties. Each party warrants that as of the Effective Date: (i) it is validly existing and 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 Agreement; (iii) the person signing this Agreement (or an Order Form referencing this Agreement) on its behalf has been duly authorized and empowered to enter into this Agreement; and (iv) this Agreement is valid, binding and enforceable against it in accordance with its terms. In addition, each party warrants that: (i) it will fulfill all of its obligations under this Agreement with due care and in a professional manner expected of a competent provider in its field of business and in accordance with all applicable federal, national, state, provincial, municipal and local laws, regulations, rules, judicial decrees, decisions and judgments with respect to such party's conduct of business; (ii) it will not make any representations or warranties on the other party's behalf; and (iii) it will not use deceptive, misleading, illegal or unethical practices in fulfilling its obligations under this Agreement.

8.2 No Unauthorized Warranties. Reseller will not make or extend on behalf of Cloudera any written or oral representation or warranty with respect to the Cloudera Products except as may be contained in the End Customer Agreement. Reseller will defend, indemnify and hold harmless Cloudera from any claims, damages, liability, losses, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in connection with any such unauthorized representation or warranty.

8.3 Disclaimer. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 8, CLOUDERA 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 CLOUDERA 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. CLOUDERA 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 EXPRESS WARRANTY SET FORTH IN THIS SECTION 8 FAILS OF ITS ESSENTIAL PURPOSE.

9. Indemnification Obligations.

9.1 Cloudera Indemnification Obligations.

9.1.1 Subject to the terms and conditions of this Section 9, Cloudera agrees, at its own expense, to pay all Damages (as defined below) and defend Reseller from (or at Cloudera's option, settle) any claim instituted by a third party and asserted against Reseller that the Cloudera Software (in the form delivered by Cloudera to the End Customer) (the "Cloudera Indemnified Product"), when used in accordance with the applicable Cloudera Indemnified Product documentation, infringes any United States patent, copyright, trade secret, or other proprietary right of a third party ("IP Claim"), provided that Reseller: (i) promptly notifies Cloudera in writing of any such IP Claim; (ii) gives Cloudera sole control over the investigation, preparation, defense and settlement of the IP Claim; and (iii) assists and fully cooperates with Cloudera in the defense of same. Cloudera agrees to pay any damages awarded by a court against Reseller (or agreed to in a settlement by Cloudera) resulting from the IP Claim, including any awarded costs and awarded attorneys' fees (collectively "Damages"). Cloudera will not be responsible for any settlement it does not approve in writing prior to such settlement.

9.1.2 Following notice of an IP Claim or any facts which may give rise to such IP Claim, Cloudera may, in its sole discretion and at its option: (i) procure for Reseller the right to continue to exercise the license granted to Reseller under this Agreement for the Cloudera Indemnified Product; (ii) replace the Cloudera Indemnified Product; or (iii) modify the Cloudera Indemnified Product to make it non-infringing. If Reseller is enjoined in a non-appealable judgment in regard to the Cloudera Indemnified Product, and Cloudera determines that it is not commercially reasonable to perform any of alternatives (i) through (iii), Cloudera will terminate the Agreement.

9.1.3 In no event will Cloudera have any obligations under this Section 9.1 or any liability for any IP Claim if the IP Claim is caused by, or results from: (i) any negligent or willful misconduct of Reseller; (ii) the combination or use of the Cloudera Indemnified Product with non-Cloudera software or services, or any equipment, data or other materials, if such IP Claim would have been avoided absent such combination or use; (iii) modification of the

Cloudera Indemnified Product by anyone other than Cloudera if such IP Claim would have been avoided by use of the unmodified Cloudera Indemnified Product; (iv) continued allegedly infringing activity after being notified thereof or after being provided modifications that would have avoided the alleged infringement; (v) use of the Cloudera Indemnified Product in a manner not strictly in accordance with this Agreement or the End Customer Agreement; (vi) Cloudera's modification of the Cloudera Indemnified Product in compliance with Reseller's or End Customer's specifications; (vii) use of other than Cloudera's most current release of the Cloudera Indemnified Product if the IP Claim would have been avoided by use of the most current release, provided Reseller or End Customer is given an opportunity to use such most current release for no additional fee; and (viii) any Third-Party Software (including any Open Source Software). THIS SECTION 9.1 STATES CLOUDERA'S ENTIRE LIABILITY AND RESELLER'S SOLE AND EXCLUSIVE REMEDY FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT OR ALLEGATIONS BY RESELLER OR A THIRD PARTY.

9.2 Reseller Indemnification Obligations. Reseller, at its sole expense, will defend Cloudera and its directors, officers and employees (each a "Cloudera Indemnatee") from and against any and all third party claims, and indemnify any Cloudera Indemnatee from any related damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorney fees, costs, penalties, interest and disbursements) that are finally awarded by a court of competent jurisdiction, or agreed to in a settlement by Reseller, resulting from or arising in connection with: (i) any Reseller product infringing any Intellectual Property Rights of any third party; (ii) any breach by Reseller of any of its representations or warranties hereunder; or (iii) any willful misconduct or fraud by Reseller in the performance of its obligations hereunder. Reseller's obligations under this Section 9.2 are conditioned upon Cloudera: (i) giving prompt notice of the claim to the Reseller once Cloudera becomes aware of the claim; (ii) granting sole control of the defense and settlement of the claim to the Reseller (except that Cloudera's prior written approval will be required for any settlement that reasonably can be expected to require an affirmative obligation of or result in any ongoing liability to Cloudera); and (iii) providing reasonable cooperation to the Reseller and, at the Reseller's request and expense, assistance in the defense or settlement of the claim.

9.3 Notwithstanding any terms to the contrary in this Agreement, the indemnified party's failure to give notice to the indemnifying party within a reasonable period of time following the commencement of any claim under this Section 9 will relieve the indemnifying party of any liability to the indemnified party under this Section 9 only to the extent that such failure materially prejudices the indemnifying party's ability to defend such claim.

10. Limitation of Liability.

10.1 (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, 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 THIS AGREEMENT OR THE CLOUDERA PRODUCTS, 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 AGREEMENT AND/OR THE CLOUDERA PRODUCTS WILL NOT EXCEED THE TOTAL AMOUNT PAID TO CLOUDERA BY RESELLER FOR THE CLOUDERA PRODUCTS AS SPECIFIED IN THE ORDER FORM UNDER THIS AGREEMENT IN THE TWELVE MONTHS IMMEDIATELY PRIOR TO THE ACCRUAL OF THE FIRST CLAIM.

10.2 EXCLUSIONS. THE LIMITATIONS OF LIABILITY IN SECTION 10.1 DO NOT APPLY TO: (I) BREACHES OF SECTIONS 2.1, 2.2 OR 7; (II) RESELLER'S OBLIGATIONS UNDER SECTION 9 (INDEMNIFICATION OBLIGATIONS); OR (III) CLAIMS ALLEGING FRAUD OR WILLFUL MISCONDUCT. THE LIMITATIONS OF LIABILITY IN SECTION 10.1 (B) DO NOT APPLY TO: (I) CLAIMS FOR NON-PAYMENT; OR (II) CLOUDERA'S OBLIGATIONS UNDER SECTION 9 (INDEMNIFICATION OBLIGATIONS).

10.3 THIS SECTION 10 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11. Term and Termination; Effect of Termination.

11.1 Term. Unless terminated earlier as permitted below, the term of this Agreement will commence on the Effective Date and continue through the end of Cloudera's delivery of the Cloudera Products set forth in the Order Form ("Term").

11.2 Termination. Either party may terminate the Order Form and this Agreement for cause: (i) if the other party materially breaches this Agreement and does not remedy such breach within 30 days after its receipt of written notice of such breach; or (ii) if the other party terminates its business activities or becomes insolvent, admits in

writing to inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority.

11.3 Effect of Termination. Upon any termination of the Order Form and this Agreement: (i) all rights and licenses granted to a party under this Agreement will immediately cease; (ii) Reseller will immediately pay to Cloudera all amounts due; (iii) except where Reseller terminates for cause pursuant to Section 11.2, Cloudera reserves the right to invoice Reseller for any future payments set forth in the Order Form, and will not be obligated to issue any refunds for fees paid for Cloudera Products; and (iv) each of Reseller and Cloudera will promptly return to one another all of the other party's Confidential Information then in its possession or destroy all copies of the 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 and are used for no other purpose. Each of Reseller and Cloudera will immediately confirm in writing that it has complied with Section 11.3(iv) if requested by the other party to do so. The following Sections will survive any expiration or termination of this Agreement: 1, 5, 6, 7, 8.2, 8.3, 9.2, 9.3, 10, 11.3, and 12.

12. General Provisions.

12.1 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.

12.2 Assignment. Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned or delegated by Reseller, by operation of law or otherwise, without the prior written consent of Cloudera and any attempted transfer, assignment or delegation without such consent will be void and without effect. Cloudera may freely transfer, assign or delegate this Agreement or its rights and duties under this Agreement. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns.

12.3 Amendments and Waivers. No modification, addition or deletion or waiver of any rights under this Agreement 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.

12.4 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, 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 the Order Form or at such other address as may be furnished in writing by either party to the other party in accordance with this Section 12.4. Such notice will be deemed to have been given as of the date it is delivered. Notices to Cloudera will include a paper copy sent to Cloudera's Legal Department at Cloudera's address on the Order Form and with an electronic copy emailed to LegalNotices@Cloudera.com.

12.5 Force Majeure. Except for payments, neither party will be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God, government actions, pandemic, war, civil disturbance, terrorist acts, insurrection, sabotage, labor shortages or disputes, failure or delay in delivery by a party's suppliers or subcontractors, transportation difficulties or shortage of energy, raw materials or equipment. In the event of any such delay, the date of delivery will be deferred for a period equal to the time lost by reason of the delay.

12.6 Section Headings. The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

12.7 Governing Law; Venue. This Agreement is made and will be governed by and construed in accordance with the laws of the State of California, excluding its choice of law principles to the contrary. The parties agree that

the venue for any dispute, obligation or action of any kind arising under this Agreement will be in state or federal courts located in the County of Santa Clara, California, and the parties irrevocably consent to the exclusive jurisdiction of the state and federal courts of the State of California for any dispute, obligation or action hereunder and agree not to commence or prosecute any suit, proceeding or claim hereunder, except in such courts.

12.8 Construction. This Agreement will be fairly interpreted in accordance with its terms and, as each party acknowledges the benefit of counsel in the drafting and negotiation thereof, will not be construed in favor of or against any party.

12.9 Severability. If any provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of this Agreement will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Agreement 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 Agreement 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.

12.10 Counterparts. This Agreement 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' exchange of signatures by electronic means or scanned and emailed signature service where legally permitted. For clarity, an electronic, digital, or machine-generated or images of signatures will create a valid and binding obligation of the party so signing.

12.11 Entire Agreement; Conflicts. This Agreement, the Order Form and any exhibits, attachments, or addendums thereto set forth the entire agreement and understanding of the parties relating to the subject matter of this Agreement, 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 and the Order Form will prevail over any additional, conflicting or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Reseller, and any additional terms and conditions in any such purchase order or document will have no force or effect, notwithstanding Cloudera's acceptance or execution of such purchase order or document. In the event of a conflict between the terms of the Order Form with the terms of this Agreement, the terms of the Order Form will control, but (a) only with respect to the specific Cloudera Product(s) or Services purchased under such Order Form, and (b) only if the Order Form specifically references the conflicting provisions(s) of this Agreement with the intention to supersede such provision(s). In the event of conflict between this Agreement and the Order Form, on the one hand, and the Cloudera Product & Service Data Policy, on the other hand, the terms of the Cloudera Product & Service Data Policy shall take precedence with respect to data protection policy and data protection obligations.

12.12 Attorneys' Fees. In any action to enforce this Agreement, the prevailing party will be entitled to recover its costs and attorneys' fees from the non-prevailing party.

Below are links to translations of this Cloudera One-Time Reseller Agreement ("OTRA") that are provided as a convenience. Unless otherwise agreed to in writing with Cloudera, Inc. the English version of the OTRA is the binding, governing version.

[Chinese \(Mandarin\)](#)

Exhibit H

Cloud Usage Pricing and Billing Terms

For Cloudera on cloud

Last updated: October 23, 2025

1. USAGE; RATES. Cloudera charges for use of Cloudera on cloud as set forth in these Cloud Usage Pricing and Billing Terms (the “Cloud Billing Terms”).

1.1 Definitions. As used herein, the following definitions apply. Other terms may be defined in the context of their use within these Cloud Billing Terms.

“Credits” means Cloudera credits used to pay for Customer’s use of Cloudera on cloud services.

“Cloud Usage” means Customer’s usage of Cloudera on cloud services based on the usage descriptions: (a) in Section 1.2 for those Cloudera on cloud services for which Cloudera charges on an hourly basis; (b) in the following Sections for those Cloudera on cloud services for which Cloudera charges on a per minute basis: Section 1.3 for Cloudera Data Flow for Cloudera on cloud Section 1.5 for Cloudera Data Warehouse, Cloudera Data Hub, Cloudera Operational Database, Cloudera Observability Premium for Cloudera on cloud, and Cloudera AI Inference; Section 1.6 for Cloudera Private Link Network; and Section 1.7 for Cloudera Lakehouse Optimizer; (c) in Section 1.4 for Cloudera Data Flow Function for which Cloudera charges on a per Billable Invocation basis; and (d) in Section 1.8 for Cloudera Taikun on cloud for which Cloudera charges on an average per TCU per hour basis.

“Cloud Usage Consumed Credits” means Credits consumed by Customer based on Cloud Usage.

“Rates” means the rates at which Cloudera charges for Cloud Usage as set forth at: <http://www.cloudera.com/products/pricing/cdp-public-cloud-service-rates.html>.

1.2 Hourly Rates and Calculation of Hourly Charges. The terms of this Section 1.2 apply to those Cloudera on cloud services for which Cloudera charges based on hourly usage.

1.2.1 Cloud Usage.

Cloudera will charge Customer the applicable amount of Credits for its use of Cloudera on cloud based on: (a) Customer’s usage of cloud instances (“Instances”) that are managed by Customer through Cloudera on cloud, and (b) the applicable Rates.

1.2.2 Hourly Charges.

Customers are charged for a minimum of one hour for any portion of an hour that each Instance is in active running state, with the following exceptions:

(a) If an Inactive Span (as defined below) between two Active Spans (as defined below) is less than 30 minutes in duration, then the two Active Spans, as well as the Inactive Span between them, will be aggregated (together the “Aggregated Span”), and Customer will be charged for the Aggregated Span as though it were one continuous Active Span; and

(b) Any Active Span that is less than 10 minutes in duration with no other Active Spans within 30 minutes of either the start or end of such Active Span will not be recorded as a chargeable event. As used herein, (i) an “Active Span” is an elapsed period of time during which an Instance is in active running state; and (ii) an “Inactive Span” is an elapsed period of time during which an Instance is not in active running state.

1.3 Per Minute Rates for Cloudera Data Flow for Cloudera on cloud.

The terms of this Section 1.3 apply to Cloudera Data Flow for Cloudera on cloud for which Cloudera charges on a per minute basis.

1.3.1 Cloudera will charge Customer the applicable amount of Credits for its use of Cloudera Data Flow for Cloudera on cloud based on: (a) the number of CCUs per minute used by Customer's Cloudera Data Flow for Cloudera on cloud NiFi containers that execute Flow Definitions in the Workload Environment in Cloudera on cloud and (b) the applicable Rates for Cloudera Data Flow for Cloudera on cloud. As used herein: (i) "CCU" has the meaning set forth in the [Cloudera Subscription Products Metrics https://www.cloudera.com/legal/commercial-terms-and-conditions/cloudera-licensed-metrics.html](https://www.cloudera.com/legal/commercial-terms-and-conditions/cloudera-licensed-metrics.html) page (also attached to the Supplier Terms as Annex II of Exhibit A-1), (ii) "Flow Definition" means a set of metadata describing a Customer data flow, and (iii) "Workload Environment" has the meaning set forth in the [Cloudera Online Services Terms of Service https://www.cloudera.com/legal/terms-and-conditions/cloudera-online-services-terms.html](https://www.cloudera.com/legal/terms-and-conditions/cloudera-online-services-terms.html) (also attached to the Supplier Terms as Exhibit D).

1.3.2 Customer will be charged for a full minute at the start of each minute that Cloudera's metering tools detect a Cloudera Data Flow for Cloudera on cloud NiFi container executing a Flow Definition.

1.4 Per Billable Invocation for Cloudera Data Flow Function. The terms of this Section 1.4 apply to a Cloudera Data Flow Function for which Cloudera charges on a per Billable Invocation basis. "Billable Invocations" are a combination of function invocations and function duration. Every time an instance of Cloudera Data Flow Function is invoked counts as one Billable Invocation. If a Cloudera Data Flow Function runs for more than one second, each subsequent second (after the initial second) counts as another Billable Invocation. In addition, if a Cloudera Data Flow Function invocation runs for less than one second, each fractional second will count as one Billable Invocation. Billable Invocations shall be priced based on a volume tiered basis to scale with the number of invocations per function instance.

1.5 Per Minute Rates.

1.5.1 Cloudera will charge Customer the applicable amount of Credits for its use, on a per minute basis at the applicable Rate, of each of Cloudera Data Warehouse, Cloudera Data Hub, Cloudera Operational Database, Cloudera Observability Premium for Cloudera on cloud, and Cloudera AI Inference.

1.5.2 Customer will be charged for a full minute at the start of each minute that Cloudera's metering tools detect an instance is running for each of Cloudera Data Warehouse, Cloudera Data Hub, Cloudera Operational Database, Cloudera Observability Premium for Cloudera on cloud, and Cloudera AI Inference, as applicable.

1.6 Per Minute Rates for Cloudera Private Link Network. Cloudera Private Link Network is activated by Customer using the Cloudera on cloud Command Line Interface ("CLI") via one of the following options:

1.6.1 Virtual Private Connection Option: Customer uses the Cloudera on cloud CLI to create a private link from a cloud service provider virtual network to connect to the Cloudera Control Plane through Cloudera Private Link Network. Cloudera will charge Customer the applicable amount of Credits for use of Cloudera Private Link Network on a per minute basis.

1.6.2 Authorization Option: Customer uses Cloudera on cloud CLI to authorize the activation of private links from Customer's cloud service provider accounts to Cloudera Private Link Network. Customer will use its cloud tools to create the private link from the cloud service provider virtual network to the Cloudera Control Plane through Cloudera Private Link Network. Customer will be charged for use of Cloudera Private Link Network for Cloudera on cloud tenants with one or more cloud service provider accounts that are authorized to access Cloudera Private Link Network. Cloudera will charge Customer the applicable amount of Credits for use of Cloudera Private Link Network on a per minute per Cloudera on cloud tenant basis.

1.7 Per Minute Rates for Cloudera Lakehouse Optimizer.

The terms of this Section 1.7 apply to Cloudera Lakehouse Optimizer for which Cloudera charges on a per minute basis.

1.7.1 Cloudera will charge Customer the applicable amount of Credits for its use of Cloudera Lakehouse Optimizer based on: (a) the number of CCUs per minute used at the applicable Rate; and (b) each gigabyte of Data Processed in Customer's use of Cloudera Lakehouse Optimizer. As used herein: (i) "CCU" has the meaning set forth in the [Cloudera Subscription](#)

[Products Metrics](#) page (also attached to the Supplier Terms as Annex II of Exhibit A-1), and (ii) “Data Processed” means, collectively, data read and data written.

1.7.2 Customer will be charged for a full minute at the start of each minute that Cloudera’s metering tools detect an instance is running Cloudera Lakehouse Optimizer.

1.8 Cloudera Taikun on cloud.

The terms of this Section 1.8 apply to Cloudera Taikun on cloud for which Cloudera charges on a per TCU per hour basis.

1.8.1 Cloudera will charge Customer the applicable fees for its use of Cloudera Taikun on cloud based on the average number of TCUs per hour used. As used herein “TCU” has the meaning set forth on the [Cloudera Subscription Products Metrics](#) page (also attached to the Supplier Terms as Annex II of Exhibit A-1). Customer will be charged for a full hour at the start of each hour that Cloudera’s metering tools detect an instance is running Cloudera Taikun on cloud.

1.8.2 Cloudera Taikun on cloud is only available for purchase using the PayGo billing option specified in Section 2.2 below. Prepay Credits will not be applied to any use of Cloudera Taikun on cloud.

1.9 Uncertified Instances. Customer’s use of cloud instances that are not specified at <http://www.cloudera.com/products/pricing/cdp-public-cloud-service-rates.html> (“Uncertified Instances”) is not recommended; however, Customer will be charged for all such Cloud Usage, and the Rate applicable to such Cloud Usage will be determined using Cloudera’s standard services rates and CCUs assigned to such Uncertified Instances. Cloudera will use commercially reasonable efforts to provide Support Services for Customer’s use of Cloudera on cloud on Uncertified Instances; provided, however, that the Cloudera Service Level Objectives and Service Level Agreement for Cloudera on cloud as specified in the Cloudera Support Policy are expressly excluded and do not apply to any Cloud Usage of Uncertified Instances.

1.10 Systems of Record; Usage Information. Cloudera’s systems are the systems of record with regard to recording and reporting Customer’s Cloud Usage. Customer may view its Cloud Usage information in the “My Account” section of Customer’s [MyCloudera portal](#) (<https://sso.cloudera.com/>) account (the “MyCloudera Portal”).

2. BILLING OPTIONS. Cloudera offers the following options for payment of fees for Credits used toward Cloud Usage:

2.1 Prepay Credits

2.1.1 Under Cloudera’s Prepay Credit option, Customer may purchase, in advance, a certain amount of Credits from which Customer’s Cloud Usage Consumed Credits will be deducted on a monthly basis (“Prepay Credits”). Customer must issue a purchase order to Cloudera for its initial purchase of Prepay Credits.

2.1.2 Fees for Prepay Credits will be invoiced upfront and in full at the time of Customer’s purchase of such Prepay Credits. Prepay Credits purchased by Customer are valid and may be used for a period of twelve (12) months from the date of Customer’s purchase (the “Prepay Credit Term”), unless otherwise agreed by the parties in writing. Any Prepay Credits that are not used by Customer during the applicable Prepay Credit Term automatically expire if Customer does not renew its subscription for Prepay Credits.

2.1.3 On a monthly basis, (a) Cloudera will issue monthly usage reports to Customer indicating Customer’s hours of Cloud Usage during the previous billing month (as calculated in accordance with these Cloud Billing Terms), and (b) Customer’s Prepay Credits will be reduced by the corresponding quantity of Cloud Usage Consumed Credits, until: (i) the Prepay Credit Term expires, or (ii) Customer has used its Prepay Credits in full, whichever is first to occur. The Cloud Usage cycle is from the 26th-25th when Cloudera’s billing is processed. For illustration purposes, an August billing cycle encompasses Cloud Usage aggregated from July 26 - August 25.

2.1.4 If Customer’s Prepay Credits are used in full prior to the expiration of the applicable Prepay Credit Term and Customer has not purchased any additional Prepay Credits (“Additional Prepay Credits”), then Customer’s Cloud Usage will automatically be deemed to have transitioned to the Pay-As-You-Go billing option described in Section 2.2 below. In such case, in addition to monthly usage reports, Cloudera will also issue monthly invoices to Customer charging Customer fees for its applicable Cloud Usage Consumed Credits within such billing month, and Customer agrees to pay such invoices in

accordance with the terms of its applicable agreement with Cloudera, regardless of whether a purchase order has been provided by Customer to cover such overages. The period beginning when the Customer has used its Prepay Credits in full, but has not purchased any Additional Prepay Credits, is referred to as the "Overage Period." Cloudera's then-standard Rates will apply to Customer's Cloud Usage Consumed Credits during the Overage Period.

2.1.4(a) Further, if Customer subsequently purchases Additional Prepay Credits directly from Cloudera (i.e., not through a Cloudera Authorized Reseller), and, at the time of such purchase there is an outstanding unpaid Customer invoice for Cloud Usage Consumed Credits in the prior billing cycle (the "Outstanding Invoice"), then the Cloudera invoice for such Additional Prepay Credits may, upon Customer request occurring on or before the date of order for such Additional Prepay Credits, be reduced by the Outstanding Invoice amount and the corresponding quantity of Cloud Usage Consumed Credits, and Customer agrees to remit payment to Cloudera for both the Outstanding Invoice and the invoice for such Additional Prepay Credits.

2.1.5 For the avoidance of doubt, the terms of Section 2.1.4 (excluding the terms of Section 2.1.4(a)) apply even in the case that Customer has purchased Prepay Credits through a Cloudera Authorized Partner (such Customer, a "Resale End Customer"). In such case, Resale End Customer agrees to pay Cloudera directly for any invoices issued by Cloudera pursuant to Section 2.1.4. If Resale End Customer does not have applicable payment terms in place with Cloudera, the terms governing payment of fees and any applicable taxes within the Cloudera Online Services Terms of Service available at <https://www.cloudera.com/legal/terms-and-conditions/cloudera-online-services-terms.html> (also attached to the Supplier Terms as Exhibit D).

2.1.6 If (i) all of Customer's Prepay Credits and Additional Prepay Credits (together, the "Aggregate Prepay Credits") are not used in full prior to the expiration of the applicable Prepay Credit Term; and (ii) prior to the expiration of such applicable Prepay Credit Term, Customer renews its purchase of Prepay Credits for an additional twelve (12) month term that immediately follows such Prepay Credit Term ("Renewal Term") for a quantity equal to or greater than the quantity of Aggregate Prepay Credits, then Customer will be entitled to roll over its unused Aggregate Prepay Credits, in any quantity up to 25% of the Aggregate Prepay Credits (the "Rollover Credits"), into the Renewal Term for use during the first ninety (90) days of the Renewal Term. Any Rollover Credits that remain unused at the end of such 90-day period will automatically expire, and no refunds or future credit will be provided for such unused Rollover Credits.

2.1.7 If Cloudera has provided Customer with Credits free-of-charge ("Free Credits"), the terms of these Cloud Billing Terms that apply to Pre-Pay Credits will also apply to Free Credits; provided that, the terms of Section 2.1.6 do not apply to Free Credits and no Free Credits will be permitted to roll over into any Renewal Term. For clarity, during and after any Overage Period related to Free Credits, Cloudera's standard Rates will apply.

2.1.8 Solely with respect to Customer's purchase of a multi-year subscription of Prepay Credits for the use of Cloudera on cloud that is invoiced on an annual basis, if Customer consumes all Prepay Credits purchased for consumption during the first and/or the second annual period of the Subscription Period specified in the Order Form, as applicable, Cloudera agrees Customer may, upon 30 days prior written notification to the applicable Cloudera Account Executive (email to suffice), pull forward the entire quantity of Prepay Credits purchased under that Order Form for the next consecutive annual period, and such pulled forward Prepay Credits will be available for Customer's consumption for a period of 12 months from the pull forward date specified in Customer's notification. For clarity, if Customer requests the pull forward of Prepay Credits from any annual period of a multi-year Subscription Period specified in an Order Form, such request will also result in the automatic pull forward of: (i) each consecutive annual period occurring thereafter within such multi-year Subscription Period; and (ii) the Prepay Credits purchased for consumption within each such annual period. For example, if Customer pulls forward Prepay Credits from the second annual period within a three (3) year Subscription Period, such pull forward will result in commencement of the third annual period upon the earlier of (a) the expiration of such pulled forward second annual period, or (b) the date all Prepay Credits purchased for consumption within such second annual period have been consumed by Customer. In the event Customer's Prepay Credits are pulled forward as described herein, Cloudera will invoice Customer for all unpaid fees for such Prepay Credits for the applicable annual period, and Customer agrees to remit payment for such invoice(s) in accordance with the payment terms specified in the Agreement.

2.2 Pay-As-You-Go

Under Cloudera's pay-as-you-go or "PayGo" option, Cloudera will invoice Customer on a monthly basis for applicable fees that apply based on Customer's Cloud Usage Consumed Credits or Cloud Usage, as applicable. Customer agrees to pay for such invoices in accordance with the terms of its applicable agreement with Cloudera. If Customer's applicable agreement with Cloudera requires that Customer issue a purchase order to Cloudera in order for Cloudera to invoice Customer for applicable fees, then Customer agrees to issue a blanket purchase order that allows Cloudera to invoice Customer applicable fees for Cloud Usage Consumed Credits or Cloud Usage, as applicable, owed by Customer under this PayGo billing option. For clarity, Cloudera will invoice Customer, and Customer agrees to remit payment to Cloudera, for all Cloud Usage, regardless of whether (i) such blanket purchase order has been issued to Cloudera; and/or (ii) a Subscription Period end date is specified in the Order Form under which Customer purchased the PayGo option as described herein.

3. UPDATES TO THESE CLOUD BILLING TERMS. Cloudera may update these Cloud Billing Terms from time to time, in its sole discretion. Cloudera will use reasonable efforts to provide advance notice of material updates. Any such updates will be effective as of the date Cloudera announces that they are effective and will be applied to Customer in the billing cycle following such effective date.

Exhibit I

Customer Success Manager Datasheet

Last updated August 21, 2023

Cloudera will provide a Customer Success Manager (“CSM”) resource to assist in orchestrating activities across Cloudera Product interactions on Customer’s behalf. The CSM augments Customer’s existing Cloudera account team.

The CSM will drive efforts using the Cloudera Customer Success Framework as follows:

- Engaging with the applicable Customer and Cloudera teams in an effort to set up the teams for success.
- Assisting with stabilizing and improving Customer’s Cloudera Product experience.
- Assisting with increasing the understanding of business value of Cloudera Products by Customer.
- Partnering with applicable Customer teams in an effort to build long term trusted success.
- Assisting with establishing adoption governance for new Cloudera Products.

Additional activities will generally include:

- Organizing alignment across Cloudera organizations on Customer’s behalf.
- Understanding and documenting Customer’s success plan within Cloudera.
- Regular reviews regarding alignment to Customer objectives.
- Access to and organization of ongoing enablement with Cloudera experts.
- Maintaining and working to improve the Customer and Cloudera relationship and experience.
- General review of Customer’s Cloudera Product environment health and consumption.

Cloudera will provide Customer with one (1) CSM to provide the assistance for approximately one (1) day per week over a 12-month period. The days will be spread evenly across four 3-month periods (each a “Quarter”), where the CSM will be available for approximately one (1) day per week for 12 out of 13 weeks. CSM days that are not consumed during a Quarter will expire, and no refunds or credits will be carried over to any subsequent Quarter. The 12 month CSM period will commence upon Cloudera’s receipt of a signed Order Form and a valid purchase order for the CSM.

CSM activities will be provided remotely during business hours Monday through Friday, excluding Cloudera and Customer holidays. Any onsite CSM assistance requested by Customer and associated travel expenses are excluded and must be separately agreed between Customer and Cloudera in advance and invoiced separately. Travel by Cloudera for such onsite CSM activities are subject to Cloudera’s Travel and Expense Policy.

Exhibit J

CLOUDERA SUPPORT SERVICES POLICY SUPPLEMENT FOR EXTENDED SUPPORT

This Cloudera Support Services Policy Supplement for Extended Support (the “**Extended Support Supplement**”) sets forth terms and conditions that apply specifically to Cloudera Extended Support offerings. For Customers purchasing Cloudera Extended Support for Cloudera Products, the terms of this Extended Support Supplement are effectively incorporated into the Support Services terms available at: <https://www.cloudera.com/legal/commercial-terms-and-conditions/cloudera-support-policy.html>, (the “**Support Terms**”). Capitalized terms not otherwise defined herein will have the meanings assigned to them in the Support Terms. In the event of a conflict between the terms of this Extended Support Supplement and the Support Terms, the terms of this Extended Support Supplement will prevail specifically with respect to Cloudera Extended Support offerings.

- 13 **Eligible Cloudera Products.** Extended Support offerings are available only for Cloudera Products identified in the applicable Order Form that includes the purchase of Extended Technical Support offerings (the “**Eligible Cloudera Products**”).
- 14 **Extended Support.**
 - 14.1 **Availability of Extended Support.** Extended Support for a specific Major Release of an Eligible Cloudera Product is available during that period beginning on the day following the end of maintenance (as described in the Support Lifecycle Policy: <https://www.cloudera.com/legal/policies/support-lifecycle-policy.html>) for such Major Release and ending twelve (12) months thereafter (such 12-month period referred to herein as the “**Extended Support Period**”).
 - 14.2 **Prerequisites to Purchase.** Only customers with an active Support Subscription for the Eligible Cloudera Product may purchase Extended Support for such Eligible Cloudera Product. Customers that purchase Extended Support must maintain the underlying Support Subscription for the Extended Support Period.
 - 14.3 **Scope of Extended Support.** For Customers that purchase Extended Support, Cloudera will make commercially reasonable efforts to provide the features of standard Support, as described in the Support Terms, subject, however, to the following additional terms and restrictions:
 - 14.3.1 Extended Support can only be applied to a customer’s environment as was supported under standard Support just prior to the start of customer’s Extended Support subscription (the “**Original Supported Environment**”), e.g., no cluster growth or changes to use cases or workload as compared to the Original Supported Environment;
 - 14.3.2 Cloudera will not take any Enhancement Requests for the applicable Major Release during the Extended Support Period, and no new features or backports are provided with Extended Support, with the exception that Cloudera may, at its sole discretion, provide fixes that it deems to be critical security fixes; and
 - 14.3.3 Provision of Extended Support is dependent upon:
 - 14.3.3.1 The continued support of underlying technologies within Customer’s environment (operating systems, JDKs, and databases) by their respective third-party vendors; and
 - 14.3.3.2 The continued availability of third-party libraries/dependencies within Customer’s environment that may be required to build and release support fixes.

Schedule 2 - Supplier Standard Terms (as applicable)

Data Protection (DPA and SCCs), Digital Operations Resilience Act (DORA) Addendum, Audit Addendum,

Schedule 2-Addendum 1

Cloudera Data Processing Addendum

This Data Processing Addendum (“DPA”) forms part of the enterprise subscription master agreement, services agreement, or other written agreement (“Agreement”) for Cloudera Products and Services between Cloudera, Inc., and Cloudera Affiliates (collectively, “Cloudera”), and the Customer and any Customer Affiliates (collectively, “Customer”). By signing and entering into the Agreement and executing this DPA, this DPA is hereby incorporated into the Agreement and will become effective as of the date both Parties execute the Agreement and the DPA.

1. Definitions

1.1. Capitalized terms not defined in this DPA shall have the meanings ascribed to them in the Agreement.

1.2. The following terms, and their cognate words, shall have the same meaning as set forth and defined in and by Data Protection Law to the extent applicable:

“Business”; “Business Purpose”; “Collect”; “Consent”; “Consumer”; “Controller”; “Data Subject”; “Personal Data”; “Personal Information”; “Process(es/ed)” or “Processing”; “Processor”; “Recipient”; “Sell”; “Share”; “Sensitive Personal Data”; “Service Provider”; “Special categories of Personal Data”; and “Third Party”.

1.3. The following terms shall have the meanings set forth below and cognate terms shall be construed in accordance with these definitions and Data Protection Law:

“**Account Data**” has the meaning set forth in Cloudera’s [Product & Service Data Policy](#).

“**Applicable Law**” means any law, rule, or regulation to which Cloudera or Customer is subject.

“**Cloudera Products and Services**” means the Cloudera’s products and services purchased, ordered, or subscribed to by Customer as stipulated in the Agreement or Order Form, namely, [Cloudera on cloud](#) or other cloud-based services (e.g., Cloudera Observability or Octopai).

“**Control Plane**” has the meaning set forth in Cloudera’s [Product & Service Data Policy](#).

“**Control Plane Data**” has the meaning set forth in Cloudera’s [Product & Service Data Policy](#).

“**Customer Personal Data**” means Personal Data submitted, transmitted, or made available to Cloudera by Customer for Cloudera to Process on Customer’s behalf in connection with the Control Plane.

“**Data Protection Authority**” means the relevant or competent government or public authority authorized to regulate the Processing of Customer Personal Data and enforce Data Protection Law.

“**Data Protection Law**” means all data protection and privacy laws, rules, and regulations (as may be amended, updated, superseded, or replaced from time to time) applicable to the Processing and protection of Personal Data under the Agreement and this DPA, including, among others, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC [General Data Protection Regulation (“GDPR”)]; the United Kingdom Data Protection Act 2018; the Switzerland Federal Act on Data Protection (“FADP”) (as revised); the California Consumer Privacy Act (“CCPA”) of 2018 (as amended by the California Privacy Rights Act of 2020); Canada’s Personal Information Protection and Electronic Documents Act; the Australia Privacy Act 1988; Singapore’s Personal Data Protection Act; India’s Digital Personal Data Protection Act; and Brazil’s Lei Geral de Proteção de Dados Pessoais.

“**Party**” or “**Parties**” means Cloudera and Customer individually and separately, or both together.

“Personal Data Breach” has the same definition set forth in Data Protection Law. For purposes of clarity, “Personal Data Breach” does not mean an unsuccessful attempt or event that does not result in a confirmed breach, or the significant probability of a breach, namely, an event that results in no unauthorized access to or disclosure of Personal Data, including, among others, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers), or similar incidents or network attacks not caused by any fault of Cloudera.

“Restricted Data Transfer” means any transfer of Personal Data from the European Union (EU), the European Economic Area (EEA), Switzerland, or the United Kingdom (UK) to a third country outside of any of those regions, countries, or jurisdictions that does not ensure an adequate level of data protection (i.e., does not have an “adequacy decision”) according to the respective governmental authority, including any Data Protection Authority. A Restricted Data Transfer includes any onward transfer of such Personal Data to a third country.

“Standard Contractual Clauses” (“EU SCCs”) means Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.

“Sub-processor” means a third-party Processor engaged by Cloudera to Process Customer Personal Data on Customer’s behalf in accordance with Customer’s instructions to provide Cloudera Products and Services pursuant to the Agreement, this DPA, and the subcontract.

“Workload Environment” (a.k.a. “Data Plane”) has the meaning set forth in Cloudera’s [Product & Service Data Policy](#).

Workload Environment Data (a.k.a “ Workload Data”) has the meaning set forth in Cloudera’s [Product & Service Data Policy](#).

2. DPA Purpose and Scope

This DPA’s purpose is to ensure compliance with Data Protection Law in relation to the Processing of Customer Personal Data under the Agreement.

- 2.1. For purposes of clarification, Cloudera does not, cannot, will not, and need not (A) access the Workload Environment or any data in/on that environment (i.e., Workload Data); or (B) process any Workload Data in, on, or from the Workload Environment. As a result, Cloudera has no liabilities or obligations with respect to the Workload Environment and/or Workload Data.

3. Roles and Relationship of Parties

3.1. Cloudera as a Controller

With respect to the Processing of Account Data, the Parties shall each be and act as an independent, separate Controller (or Business), and they shall not be joint controllers. Cloudera shall Process Account Data in accordance with the Agreement, its [Privacy Statement](#), and Data Protection Law.

3.2. Cloudera as a Processor

With respect to the Processing of Customer Personal Data, Customer shall act as a Controller (or Business) and Cloudera shall act as a Processor (or Service Provider).

3.3. Shared Responsibility

Each Party shall (A) implement and maintain appropriate technical and organizational measures to ensure that the Processing of Customer Personal Data complies with Data Protection Law, considering the nature, scope, context, and purposes of Processing, as well as the risks to Data Subjects’ fundamental rights and freedoms; (B) be able to demonstrate compliance with this DPA; and (C) perform its respective obligations in a manner that does not knowingly cause the other Party to breach any of its own respective obligations.

4. Description of Processing

4.1. Description of Processing

Exhibit II specifies the details of the Processing of Customer Personal Data. A Party may propose to make reasonable amendments to said exhibit, from time to time, by written notice to the other Party insofar as reasonably necessary to meet requirements of Data Protection Law or a Data Protection Authority's explicit guidance or direct mandate. Both Parties shall cooperate in good faith on amendments and must agree to any such amendments in writing and by signing them.

5. Customer Obligations

5.1. Lawful Processing

Customer (A) shall comply with its obligations under Data Protection Law, including being solely responsible for the legality, accuracy, and quality of Customer Personal Data it has obtained and has Processed by Cloudera, in accordance with Data Protection Law; (B) warrants that it has all necessary rights, authorizations, permissions, consents, and/or lawful bases to provide Customer Personal Data to Cloudera for the Processing under the Agreement and this DPA; (C) shall at all relevant times remain duly and effectively authorized to give any lawful instruction regarding the Processing of Customer Personal Data; (D) shall be solely responsible for managing its own users' access to and Processing of Customer Personal Data; and (E) shall be responsible for implementing appropriate technical and organizational measures to safeguard Customer Personal Data.

6. Cloudera Obligations

6.1. Instructions and Processing Purposes

- 6.1.1.** Cloudera shall Process Customer Personal Data (A) only for the specific purpose(s) (e.g., Business Purpose) of the Processing, as set out in Exhibit II; and (B) only according to Customer's lawful and documented instructions, unless otherwise required to do so by Applicable Law to which Cloudera is subject, in which case, Cloudera shall, to the extent permitted by Applicable Law, inform Customer of that legal requirement before Processing.
- 6.1.2.** Customer may give subsequent Processing instructions to Cloudera through the duration of the Agreement. These instructions shall be lawful, reasonable, and documented in written form and signed by both Parties.
- 6.1.3.** Cloudera shall immediately inform Customer if, in Cloudera's opinion, Customer's instruction(s) infringe Data Protection Law, in which case Cloudera may suspend the implementation of the instruction(s) until Customer confirms the legality of, lawfully amends, or withdraws its instruction(s). However, Cloudera will not be responsible for monitoring, reviewing, or otherwise ensuring the legality of Customer's instructions or for providing legal advice to Customer.

6.2. Duration of Processing

Cloudera shall Process Customer Personal Data for the duration of the Agreement, unless otherwise required to do so by Applicable Law.

6.3. Deletion or Return of Customer Personal Data

- 6.3.1.** Following termination or cessation of the Agreement and the end of the provision of Processing Customer Personal Data, Cloudera shall, upon Customer's written request, delete all Customer Personal Data processed on Customer's behalf or return all such data to Customer and delete existing copies within thirty (30) days of said request to the extent that Customer is unable to do so itself by using the existing technical capabilities of Cloudera Products and Services. Cloudera shall provide certification of deletion upon Customer's written request. Until Customer Personal Data is deleted or returned, Cloudera shall continue to ensure compliance with this DPA.
- 6.3.2.** Subject to the foregoing and absent documented instructions from Customer, Cloudera shall, within thirty (30) days of the end of the Agreement, delete and procure the deletion of all copies of Customer Personal Data.

- 6.3.3.** If Applicable Law requires or permits storage of Customer Personal Data or prohibits the return or deletion of such data, Cloudera will continue to ensure compliance with this DPA and will only Process the data to the extent and for as long as required or permitted under that law. If Cloudera is unable to delete Customer Personal Data immediately because such data is in backups or archives, Cloudera will delete the data as soon as practicable in accordance with its retention procedures.

6.4. Compliance Assistance

Taking into account the nature of Processing of Customer Personal Data and the information available to Cloudera, Cloudera shall, where necessary and upon request, provide reasonable assistance to Customer in ensuring compliance with the following obligations:

- 6.4.1.** To carry out an assessment of the impact of the envisaged Processing operations on the protection of Customer Personal Data, i.e., a data protection/privacy impact assessment (“DPIA”), where a type of Processing is likely to result in a high risk to the rights and freedoms of Data Subjects. To the extent the assistance exceeds what is required by Data Protection Law and routine customer service, Customer shall reimburse Cloudera for Cloudera’s reasonable expenses at standard professional service rates.
- 6.4.2.** To consult a Data Protection Authority prior to Processing where the DPIA indicates that Processing would result in a high risk in the absence of measures taken by Customer to mitigate the risk. Where such prior consultation is not required by Data Protection Law, Customer shall reimburse Cloudera for its reasonable expenses at standard professional service rates.
- 6.4.3.** To implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk to Data Subjects and Customer Personal Data.

7. Security of Processing

7.1. Technical and Organizational Measures

- 7.1.1.** Cloudera and, also Customer during transmission or disclosure of Customer Personal Data, shall implement technical and organizational measures to ensure the security of Customer Personal Data, including protecting the data against a Personal Data Breach. In assessing the appropriate level of security, the Parties shall take account of the state of the art, the costs of implementation, the nature, scope, context, and purposes of Processing, and the risks of varying likelihood and severity for Data Subjects’ rights and freedoms.
- 7.1.2.** Cloudera shall at least implement the technical and organizational measures specified in Exhibit III of this DPA and Customer agrees that such measures are reasonable and appropriate. Cloudera may amend the measures so long as such amendments do not materially decrease the overall level of data security during the term of the Agreement.

7.2. Access and Confidentiality

- 7.2.1.** Cloudera shall (A) grant access to Customer Personal Data undergoing Processing to members of its personnel only to the extent strictly necessary for fulfilling the Processing pursuant to this DPA; (B) take steps to ensure that any person acting under its authority who has access to Customer Personal Data only Processes such data according to Customer’s instructions and in accordance with this DPA; and (C) ensure that persons authorized to Process Customer Personal Data have committed themselves to confidentiality and have undergone appropriate information security training.

8. Sub-processors

8.1. General Authorization

- 8.1.1.** Cloudera has Customer’s general authorization for the engagement of Sub-processors.

- 8.1.2.** Customer agrees and authorizes Cloudera to disclose, transmit, or otherwise provide access to Customer Personal Data to Cloudera Affiliates, as specified in Exhibit IV, to perform and/or deliver Cloudera Products and Services to Customer in accordance with the Agreement.

8.2. Sub-processor Change Notice and Objection

Cloudera shall inform Customer in writing of any intended changes to the Sub-processor list through the addition or replacement of any Sub-processor at least fifteen (15) days in advance. Cloudera shall provide Customer with the information necessary to enable it to exercise the right to object prior to the engagement of the Sub-processor(s). Customer shall sign up for notifications by following the instructions available at <https://www.cloudera.com/legal/subprocessors.html>.

- 8.2.1.** Customer may provide a written objection to the proposed changes, based on reasonable grounds, to Cloudera within ten (10) business days of receipt of Cloudera's change notice, in which case:
- 8.2.1.1.** Cloudera shall work with Customer in good faith to make available a commercially reasonable change in the provision of Cloudera Products and Services which avoids the use of that proposed Sub-processor;
 - 8.2.1.2.** Cloudera may decide to carry on providing Cloudera Products and Services to Customer without the use of the proposed Sub-processor; or
 - 8.2.1.3.** Where a suitable alternative or resolution cannot be made within thirty (30) days from Cloudera's receipt of Customer's notice of objection, notwithstanding anything in the Agreement, Customer may by written notice to Cloudera with immediate effect terminate the portion of the Agreement that relates to Cloudera Products and Services which require the use of the proposed Sub-processor. If the foregoing is not possible, the Parties shall cooperate in good faith to agree on a suitable resolution with respect to the continuation of the Agreement.

8.3. Emergency Replacement

Cloudera may replace a Sub-processor if the need for the replacement is urgent and necessary to continue to provide Cloudera Products and Services and the reason for the change is beyond Cloudera's commercially reasonable control. In such a case, Cloudera shall notify Customer of the replacement as soon as reasonably practicable, and Customer shall retain the right to object to the replacement Sub-processor pursuant to section 8.2 of this DPA.

8.4. Sub-processor Contract and Cloudera Responsibilities

- 8.4.1.** Before engaging a Sub-processor, Cloudera shall ensure that the Sub-processor has implemented appropriate technical and organizational measures to provide the level of data protection required by this DPA and in such a manner that the Processing will meet the requirements of Data Protection Law.
- 8.4.2.** Cloudera shall execute a contract with the Sub-processor that imposes on the Sub-processor, in substance, the same, or no less protective, data protection obligations as the ones imposed on Cloudera in this DPA.
- 8.4.3.** Cloudera shall remain responsible and liable to Customer for the performance of the Sub-processor's data protection obligations under its contract.
- 8.4.4.** At Customer's request, Cloudera shall provide a copy of the Sub-processor contract, which Cloudera may redact to the extent necessary to protect business secrets or other confidential information.

9. Processing Location and International Personal Data Transfers

9.1. Customer Personal Data Location

Cloudera will store and Process Customer Personal Data in the Control Plane cloud environment located in the region selected by Customer (i.e., USA, Germany, or Australia) in the Agreement. If Customer has not selected a region in the Agreement, the default region of the cloud environment shall be in the region in which Customer's address is, as indicated in the Agreement.

9.2. Customer Cross-Border Personal Data Transfer

For any Processing of Customer Personal Data that involves the Restricted Data Transfer(s) by Customer to Cloudera, the Parties shall ensure compliance with Data Protection Law by using a lawful transfer mechanism under such law. Where applicable and required by Data Protection Law, the Parties shall enter into the EU SCCs, provided that the conditions for the use of those SCCs are met and that any required modifications to such SCCs are made, as set forth in Exhibit V through Exhibit VII of this DPA.

9.3. Cloudera Cross-Border Personal Data Transfer (Onward Transfers)

- 9.3.1.** Customer instructs, permits, and otherwise authorizes Cloudera to transfer Customer Personal Data to any country, jurisdiction, or territory (i.e., an “Onward Transfer”) as reasonably necessary to provide Cloudera Products and Services and consistent with the Agreement or to fulfill a specific requirement under Applicable Law.
- 9.3.2.** Any Onward Transfer of Customer Personal Data by Cloudera to a third party (such as to an Affiliate or a Sub-processor) for carrying out specific Processing activities on Customer’s behalf shall comply with Data Protection Law, including any conditions for data transfers, such as the requirement for a lawful transfer mechanism.

10. Data Subjects

10.1. Data Subject Request Notification

Cloudera shall promptly notify Customer of any request received from a Data Subject. Cloudera shall not respond to the request, unless Customer authorizes Cloudera to do so in documented instructions.

10.2. Data Subject Rights Request Assistance

To the extent Customer is unable through its use of Cloudera Products and Services to address a Data Subject request, Cloudera shall provide reasonable assistance by appropriate technical and organizational measures, insofar as this is possible, to Customer in fulfilling Customer’s obligations to respond to the Data Subject’s request, taking into account the nature of the Processing and the information available to Cloudera. Where such assistance exceeds the standard functionality of Cloudera Products and Services and Cloudera’s obligations under Data Protection Law, Customer shall reimburse Cloudera at Cloudera’s standard professional service rates (considering relevant factors such as volume of requests, complexity of instructions, and timescale requested).

11. Personal Data Breach

11.1. Data Breach Response

In the event of a Personal Data Breach concerning Customer Personal Data Processed by Cloudera, Cloudera shall take appropriate measures to address the breach, including measures to mitigate its adverse effects.

11.2. Data Breach Notification

Cloudera shall notify Customer without undue delay, but no later than 72 hours, after Cloudera has become aware of a Personal Data Breach of Customer Personal Data. The notification shall contain, at a minimum, the following information:

- 11.2.1.** A description of the nature of the breach (including, where possible, the categories and approximate number of Data Subjects and records concerned);
- 11.2.2.** The details of a contact point where or from whom Customer can obtain more information about the breach; and
- 11.2.3.** The breach’s likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.

Where, and insofar as, Cloudera is unable to provide all this information at the same time, the initial notification shall contain the information then available and Cloudera shall, as further information becomes available, subsequently provide that information without undue delay.

11.3. Data Breach Assistance

In the event of a Personal Data Breach concerning Customer Personal Data Processed by Cloudera and caused by Cloudera, Cloudera shall cooperate with and assist Customer for Customer to comply with its obligations under Data Protection Law, as well as take reasonable steps to assist in the investigation, mitigation, notification, and remediation of the breach, taking into account the nature of Processing and the information available to Cloudera.

11.4. Public Notification Prohibition

Cloudera shall not make any public announcement or publish or otherwise disclose or broadcast any notice or information about a Personal Data Breach of Customer Personal Data without Customer's written authorization, unless legally required to do so under Applicable Law. For purposes of clarity, Cloudera may notify a third party to the extent that such party (e.g., another client) has also been implicated in the same incident as the Personal Data Breach, provided that such notice does not identify Customer, and/or from making any required notification to a Data Protection Authority, provided that such notice does not identify Customer, unless required by applicable law.

11.5. No Fault or Liability

Cloudera's obligation to report the Personal Data Breach shall not be construed as an acknowledgement by Cloudera of any fault or liability with respect to the breach.

12. Government or Law Enforcement Request for Customer Personal Data

If Cloudera receives a legally binding request, demand, or other order from a government (including judicial) or law enforcement authority for the disclosure of Customer Personal Data, Cloudera shall inform the requesting entity to submit the request to Customer. If Cloudera is unable to redirect the request to Customer, then Cloudera shall, to the extent permitted by Applicable Law that governs the request, promptly notify Customer of the request and provide as much relevant information known about it to enable Customer to pursue a legal remedy.

13. Documentation and Compliance

13.1. Compliance Information

Upon Customer's request, once per calendar year, Cloudera shall provide to Customer (on a confidential basis) all information available to Cloudera and reasonably necessary to demonstrate Cloudera's compliance with its obligations under this DPA (e.g., an ISO 27001 certificate or a SOC 2 Type II Report, and responding to relevant questionnaires). At any time, the Customer may access certificates, reports, and/or audits of the Supplier at <https://trust.cloudera.com/>.

13.2. Audits

13.2.1. In deciding on an inspection or an audit, Customer shall first consider and review Cloudera's relevant certifications, audit reports, and/or questionnaires.

13.2.2. To the extent that Customer reasonably determines that the information provided pursuant to section 13.1 and 13.2.1. of this DPA is not legally sufficient to establish Cloudera's compliance with this DPA, Cloudera will allow for and contribute to an audit of Cloudera's Processing of Customer Personal Data under this DPA once per calendar year at Customer's expense.

13.2.2.1. Customer may request an additional audit (A) due to documented indications of Cloudera's material non-compliance with this DPA; (B) following a Personal Data Breach of Customer Personal Data caused by Cloudera, (C) if and to the extent a court of competent jurisdiction or a Data Protection Authority expressly orders or mandates an audit of Cloudera, or (D) if and to the extent that Data Protection Law requires an additional audit.

- 13.2.3.** Customer shall make the audit request by providing advance notice of at least ninety (90) days to Cloudera and submitting an audit plan. Prior to commencing the audit, the Parties shall cooperate in good faith to mutually agree on the audit plan, including the scope, subject matter, requirements, standards, cost, timing, and duration. The audit shall take place remotely, unless the Parties, cooperating in good faith, determine that an on-site audit is commercially and legally necessary.
- 13.2.4.** To the extent permitted by and in accordance with Data Protection Law, Customer shall reimburse Cloudera for the reasonable costs and resources expended by Cloudera in connection with any audits under this Section 13.2 at Cloudera's standard professional services rates (prevailing at the time). However, each Party shall bear its own costs where the audit is requested pursuant to section 13.2.2.1 of this DPA.
- 13.2.5.** If Customer appoints an independent, external auditor, Customer shall ensure that the auditor (A) is an accredited or certified third-party audit firm and qualified to conduct the type of audit requested, (B) is not a direct competitor of Cloudera, and (C) is subject to confidentiality obligations, including a non-disclosure agreement either between the auditor and Cloudera or under which Cloudera is a third-party beneficiary. Cloudera may in good faith reject the proposed auditor if Cloudera reasonably determines that the auditor does not meet the foregoing criteria, in which case Customer must appoint a different auditor. Customer shall be responsible for any and all fees charged by the independent, external auditor.
- 13.2.6.** The audit shall take place during Cloudera's normal business hours. Customer shall use best efforts to ensure that the audit (A) minimizes any damage, injury, or disruption to Cloudera's operations, premises, equipment, and business; and (B) does not result in access to (1) data of any other client of Cloudera; (2) Cloudera's internal accounting or financial information; (3) any trade secret of Cloudera; and (4) any information that, in Cloudera's reasonable opinion, could (i) compromise the security, confidentiality, integrity, or availability of Cloudera's systems, operations, or premises, or (ii) cause Cloudera to breach any obligation under Applicable Law or any contractual obligation. An auditor must provide reasonable evidence of identity and authority to access Cloudera's information and information systems.
- 13.2.7.** Customer shall promptly notify Cloudera of any non-compliance discovered during the audit and provide Cloudera any audit reports or results.
- 13.2.8.** The audit report and/or results shall be the Confidential Information of Cloudera. Customer may use the reports and/or results only for the purposes of meeting its regulatory requirements and confirming Cloudera's compliance with this DPA. Customer shall not disclose the existence, nature, or results of any audit to any third party without Cloudera's prior express written authorization, unless otherwise permitted or required by Data Protection Law (including a request by a Data Protection Authority), or according to the confidentiality obligations in place between the Parties.

13.3. Data Protection Authority

The Parties shall make the audit report and/or results available to the Data Protection Authority on request.

14. Non-Compliance and Termination

14.1. Non-Compliance

- 14.1.1.** If Cloudera is in breach of this DPA or unable to comply with its obligations under this DPA, Customer may instruct Cloudera to suspend the Processing of Customer Personal Data until Cloudera complies with the DPA or the Agreement is terminated.

14.2. Customer Termination

Customer shall be entitled to terminate the Agreement only insofar as and to the extent that it concerns Processing of Customer Personal Data under this DPA if:

- 14.2.1.** Customer has suspended the Processing of Customer Personal Data by Cloudera pursuant to 14.1 and if Cloudera does not restore compliance with this DPA within a reasonable time and no later than thirty (30) days following such suspension;

- 14.2.2. Cloudera is in substantial or persistent breach of this DPA based on documented evidence; or
- 14.2.3. Cloudera fails to comply with a binding decision of an independent competent court or a Data Protection Authority regarding its obligations under this DPA.

14.3. Cloudera Termination

Cloudera shall be entitled to terminate the Agreement insofar as it concerns Processing of Customer Personal Data under this DPA if:

- 14.3.1. Customer is in breach of its obligations under section 5 of this DPA;
- 14.3.2. after having informed Customer that Customer's instructions regarding Processing of Customer Personal Data infringe Data Protection Law (in accordance with subsection 6.1.3(B)), Customer insists on compliance with its instructions; or
- 14.3.3. Customer is in substantial or persistent breach of this DPA or the Agreement, including where Customer has unlawfully collected and provided to Cloudera Customer Personal Data or unlawfully Processed Customer Personal Data by using Cloudera Products and Services.

14.4. DPA Term and Termination

- 14.4.1. This DPA will terminate when Cloudera no longer has custody, control, or possession of, or otherwise Processes, Customer Personal Data.

15. General Terms

15.1. Customer Affiliates

- 15.1.1. Customer Affiliates have the rights as set forth in this DPA. However, Customer Affiliates who are not signatories to the Agreement do not obtain any rights under the Agreement by virtue of this DPA.
- 15.1.2. Customer agrees that, in the case of exercising any right under this DPA or any dispute related to this DPA, Customer shall act on behalf of each Customer Affiliate and be the sole point of contact for any issues related to this DPA. For the purpose of clarification, Customer Affiliates shall not individually exercise a right or bring a dispute with respect to this DPA.

15.2. Governing Law

This DPA and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country, jurisdiction, or territory stipulated in the Agreement.

15.3. Jurisdiction

Cloudera and Customer submit to the choice of jurisdiction or forum stipulated in the Agreement with respect to any disputes or claims arising under this DPA, including disputes regarding its existence, validity, or termination or the consequences of its nullity.

15.4. Hierarchy

In the event of a contradiction or conflict with respect to the Processing of Customer Personal Data between this DPA and related agreements between the Parties, this DPA shall prevail, except where explicitly agreed otherwise in a document signed by the Parties. In the event of any conflict or inconsistency between this DPA and the EU SCCs, the EU SCCs shall prevail.

15.5. Changes in Data Protection Law and DPA Amendments

Cloudera or Customer may propose in a written notice, from time to time, amendments to this DPA which a Party reasonably considers to be necessary to comply with Data Protection Law or a Data Protection Authority's explicit guidance or direct mandate.

Upon receipt of such notice, each Party shall cooperate and negotiate in good faith with a view to agreeing and implementing the proposed amendments or alternatives, if appropriate, as soon as is reasonably practicable. The Parties shall not unreasonably withhold or delay agreement to any consequential variations to this DPA that places a Party at risk of infringing Data Protection Law. The Parties will negotiate in good faith the cost, if any, to implement material changes required by specific requirements set forth in the Data Protection Law or by a Data Protection Authority.

15.6. Severance

Should an independent competent court within a country, jurisdiction, or territory in which the Parties are subject to Data Protection Law deem any provision of this DPA to be invalid or unenforceable, then the remainder of the DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (A) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible; or (B), if (A) is not possible, construed in a manner as if the invalid or unenforceable part had never been contained therein.

15.7. Liability

Each Party's (and each of its Affiliate's) liability, taken together in the aggregate, arising out of or related to this DPA, including without limitation under the EU SCCs, whether in contract, tort, or under any other theory of liability, is subject to the limitations and exclusions of liability under the Agreement, and any reference in such section(s) to the liability of a Party means the aggregate liability of that Party and all of its Affiliates under the Agreement, this DPA, and, if applicable, the EU SCCs together.

Signatories to the DPA

Customer

Signature:

Name:

Title:

Date:

Cloudera

Signature:

Name:

Title:

Date:

Exhibit I - List of Parties

Customer

Address:

Data Protection Officer (or comparable role):

Name:

Position:

Contact details:

Role: Data Controller and Data Exporter

Activities relevant to the Personal Data Processed and/or transferred: To receive and obtain the performance and delivery of Cloudera Products and Services as set forth in the Agreement and this DPA.

Cloudera, Inc.

Address: 5470 Great America Pkwy, Santa Clara, CA 95054 USA

Data Protection Officer (or comparable role):

Name:

Position:

Contact details: privacy@cloudera.com

Role: Data Processor and Data Importer

Activities relevant to the Personal Data Processed and/or transferred: To perform and deliver Cloudera Products and Services as set forth in the Agreement, and this DPA.

Exhibit II - Description of the Processing

Categories of Data Subjects whose Personal Data is Processed

- 1 Customer workforce members, employees, personnel, staff, contractors, consultants, and other users expressly authorized by Customer to use Cloudera Products and Services.

Categories of Customer Personal Data Processed

2 Cloudera on Cloud

2.1 Control Plane Data

- 2.1.1 Security Assertion Markup Language (SAML) Data: the information necessary to create a profile, authenticate, authorize, and log events of the end-users authorized by Customer to use the Control Plane. SAML Data is transmitted to the Control Plane by Customer or its identity provider (IdP) and creates a user profile of the authorized end-users for purposes of authentication, authorization, and event logging. This information may contain the following types of personal data:

- 2.1.1.1 Full name (*optional*)
- 2.1.1.2 Work email
- 2.1.1.3 System username
- 2.1.1.4 User ID

- 2.1.2 Log Data of user activities

3 Other cloud services (e.g., Observability) and Octopai

3.1 Login data

- 3.1.1 Full name
- 3.1.2 Username
- 3.1.3 User ID
- 3.1.4 Work email
- 3.1.5 Job title/role

Categories of Sensitive Personal Data Processed: None.

Frequency of the Processing: Continuous.

Nature and Purpose (Business Purpose) of the Processing

Nature: collecting, recording, storing, organizing, using, disclosing, and erasing.

Purpose: To perform and deliver Cloudera Products and Services as set out in the Agreement, i.e., to process data to operate the Control Plane offering, namely, user profile creation, user authentication, user auditing, and user event logging (e.g., service logs) and, if applicable, to provide training.

Duration of Processing: The duration of the Agreement.

Data Retention Period: As set forth in Section 6.2 of this DPA.

Sub-processors: As set forth in Exhibit IV of this DPA.

Exhibit III - Technical and Organizational Data Security Measures

Trust Center

[Cloudera Trust Center](#)

Cloudera's Relevant Information Security-related Certifications

- ISO/IEC 27001:2022 Certificate for Information technology — Security techniques — Information security management systems — Requirements
- SOC 2 Type 2 Report on Controls at a Service Organization
- Payment Card Industry's (PCI) Data Security Standard (DSS) for Service Providers v4.0
- UK Cyber Essentials (cert. No. IASME-CE-040382) and UK Cyber Essentials Plus (cert. No. IASME-CEP-009475)

Encryption

- Encryption at rest and in transit.
- Defined cryptography standards.
- Encryption key management policy.

Confidentiality, integrity, availability, and resilience

- Only Cloudera's authorized staff can grant, modify, or revoke access to an information system that uses or houses Customer Personal Data. Cloudera's user administration procedures define user roles and their privileges, how access is granted, changed, and terminated; address appropriate segregation of duties; and define the logging/monitoring requirements and mechanisms.
- Commercially reasonable physical and electronic security to create and protect passwords.
- Acceptable use policy.
- Maintenance of network security using commercially available equipment and industry standard techniques, including firewalls, intrusion detection systems, access control lists, and routing protocols.
- Antivirus software, patch management, and laptop disk encryption
- User access management procedures to help prevent and protect Cloudera's internal and client data from unauthorized access.

Ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

- Incident management policy and incident management procedures.
- Business continuity and disaster recovery plans, which Cloudera reviews, tests, and updates on a regular basis.

Testing, assessing, and evaluating the effectiveness of technical and organizational measures

- Risk assessment policy to understand, identify, manage, and report risks to fulfill regulatory responsibilities.
- Internal audit and management review policy to ensure periodic internal audits and continuous monitoring to help support Cloudera's ISMS in accordance with ISO 27001 and minimize risks.
- Continual improvement policy to improve the suitability, adequacy, and effectiveness of Cloudera's Information Security Management System through regular reviews.

User identification and authorization

- All personnel are assigned unique user-IDs.
- Password policies enforced for internal and external systems.
- Access to information systems and data based on the "least privilege" approach and employees' roles (role-based access).

Physical security

- Commercially reasonable security systems at all physical sites at which an information system that uses or houses Customer Personal Data is located.

- Physical access control for all data centers. Unauthorized access is prohibited to the data center through 24x7 onsite staff, and security camera monitoring. Data Center physical security is audited by an independent firm.
- A surveillance camera on the entry door is installed and security monitoring by building management is implemented.

Events logging

- Event logs recording user activities, exceptions, faults, and information security events are produced and kept and regularly reviewed.

System configuration

- Wireless network policy.

IT and IT security governance and management

- Information Security Management System to enable Cloudera to establish, implement, operate, monitor, review, maintain and improve information security.
- Information Security policy for cloud services to ensure that Cloudera systems running in the cloud that provide services to its customers or support internal business processes satisfy information security principles and pass a minimum set of security requirements.
- Change management policy.
- Software development and maintenance policy to ensure, among other things, that information security is an integral part of the application software, system software, products and/or services during its entire lifecycle.
- Vulnerability management procedures to identify, assess, and remediate any suspected vulnerabilities or weaknesses within Cloudera devices to prevent any potential attacks that may lead to a security or business risk.

Limited data retention

- Data and records retention policies.

Accountability

- Information security and privacy program.
- Compliance policy and information security policy enforced to protect information assets and systems, as well as confidential customer data.
- Information security awareness program and policy to train personnel about their security obligations and how to prevent, detect, and mitigate security threats. The program includes training about data classification obligations; physical security controls; security practices and security incident reporting.
- Vendor security policy and vendor security procedures to ensure vendors comply with legal requirements and protect the confidentiality, integrity, and availability of data.
- Background checks conducted on personnel before hiring.

Exhibit IV - List of Sub-Processors as of December 2025

Cloudera on cloud and other cloud services

Amazon Web Services, Inc. (AWS)

Headquarters	Processing Purpose(s) and Nature	Personal Data Processed	Processing Location	Processing Duration	Data Transfer Mechanism
410 Terry Avenue North Seattle, WA 98109-5210 USA	<u>Cloud computing services</u> : to provide the Control Plane environment and process data for authentication, authorization, and logging, and storing such data	SAML Data	Customer selected (USA, Germany, or Australia)	Duration of the Agreement	EU SCCs

Octopai

Microsoft Azure

Headquarters	Processing Purpose(s) and Nature	Personal Data Processed	Processing Location	Processing Duration	Data Transfer Mechanism
Microsoft Corporation One Microsoft Way Redmond, Washington 98052 USA	Cloud computing services	Login Data	USA	Duration of the Agreement	EU SCCs

Microsoft Privacy, Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052, +1 (425) 882 8080.

Cloudera Affiliates

The Cloudera Affiliates engaged or involved in the performance and delivery of Cloudera Products and Services depend on Customer's jurisdiction, the products and/or services selected by Customer as set out in the Agreement or Order Form, and any other contractual arrangements made by Customer and Cloudera.

The list Affiliates is available at <https://www.cloudera.com/legal/subprocessors.html>

Any updates to our subprocessors from the list above will be provided in the following link at <https://www.cloudera.com/legal/subprocessors.html>

Exhibit V - EU Standard Contractual Clauses

By signing this DPA, the Parties are hereby executing, and incorporating, the SCCs as a legally binding contract, if applicable for a Restricted Data Transfer of Personal Data outside of the EU/EEA. Where applicable, the Parties agree to enter into the EU SCCs for **MODULE TWO: Transfer controller to processor** as follows:

- Module Two: Customer is the Data Exporter; and Cloudera is the Data Importer.
- Clause 7: The optional “Docking Clause” shall apply.
- Clause 8.5 and Clause 16(d): Cloudera will supply the certificate of deletion upon Customer’s written request.
- Clause 8.9(c) and (d): Section 13.4 of this DPA shall apply.
- Clause 9(a) [Use of sub-processors]:
 - a. OPTION 2: General Written Authorisation shall apply; and
 - b. Cloudera shall specifically inform Customer of any intended changes to the list of sub-processors at least fifteen (15) business days in advance and make commercially reasonable efforts to provide such notification thirty (30) days in advance.
- Clause 11(a) [Redress]: The optional provision and language shall *NOT* apply.
- Clause 12: the Parties hereby acknowledge and agree that any direct claims brought under the EU SCCs shall be subject to any applicable aggregate limitations on liability set out in the Agreement. Nothing in this DPA shall be construed as a limitation or exclusion of a Party’s liability toward a data subject for a breach of the EU SCCs.
- Clause 17 [Governing Law]: The laws of the Republic of Ireland shall govern the EU SCCs.
- Clause 18(b) [Choice of forum and jurisdiction]: The courts of the Republic of Ireland shall resolve any disputes arising from these SCCs.
- For Annex I.A: The “List of Parties” is set forth in Exhibit I of this DPA.
- For Annex I.B: The “Description of Transfer” is set forth in Exhibit II of this DPA.
- For Annex I.C: The “Competent Supervisory Authority” is the Data Protection Commission of Ireland or as otherwise determined in accordance with Clause 13(a).
- For Annex II: The “Technical and Organisational Measures” are set forth in Exhibit III of this DPA.
- For Annex III: Clause 9(a) - OPTION 2: General Written Authorisation applies. The “List of Sub-Processors” for Module Two is set forth in Exhibit IV of this DPA.

Exhibit VI - UK International Data Transfer Addendum

For any transfer of Customer Personal Data outside of the United Kingdom (“UK”) or of Customer Personal Data subject to UK data protection legislation to a third country (without an adequacy decision or its equivalent), the Parties agree that the UK International Data Transfer Addendum (“IDTA”) to the EU Commission Standard Contractual Clauses (“EU SCCs”) (Version B1.0) issued by the UK Information Commissioner for Parties making Restricted Transfers (as may be amended, updated, or superseded from time to time) shall apply to the EU SCCs in Exhibit V of this DPA and be incorporated into this DPA as follows:

Part 1

- Table 1: Parties
 - The Start Date is the date of the last signature of the Parties on this DPA.
 - The Parties are set forth in the “Signatories to the DPA” and Exhibit I of this DPA.
- Table 2: Selected SCCs, Modules and Selected Clauses
 - **Addendum EU SCCs:** The version of the Approved EU SCCs to which this IDTA is appended, including the Appendix Information, applies.
- Table 3: Appendix Information
 - **Annex 1A: List of Parties:** As set forth in Exhibit I of this DPA.
 - **Annex 1B: Description of Transfer:** As set forth in Exhibit II of this DPA.
 - **Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data:** As set forth in Exhibit III of this DPA.
 - **Annex III: List of Sub-processors:** General Authorisation applies. The list is set forth in Exhibit IV of this DPA.
- Table 4: Ending this Addendum when the Approved Addendum Changes:
 - Each party may end this IDTA as set out in Section 19 of the IDTA.

Part 2

- Part 2: Mandatory Clauses of the IDTA are incorporated herein by reference. Alternative Part 2 Mandatory Clauses does not apply, unless legally required.

Exhibit VII - Switzerland Data Transfers

For any transfer of Customer Personal Data outside of Switzerland or of Customer Personal Data governed by the Switzerland FADP to a third country (without an adequacy decision or its equivalent), the Parties agree that the EU SCCs in Exhibit V of this DPA shall apply, subject to the following terms and conditions:

- References: The terms “General Data Protection Regulation” or “Regulation (EU) 2016/679” as utilized in the EU SCCs shall be interpreted to include the FADP.
- Clause 13: Insofar as the Personal Data transfer is solely subject to the FADP, the Federal Data Protection and Information Commissioner (FDPIC) of Switzerland is the exclusive supervisory authority. Insofar as the transfer of Personal Data is governed by both the GDPR and the FADP, the competent supervisory authority with parallel supervision (in accordance with Annex I.C of the EU SCCs) is the FDPIC and the criteria of Clause 13(a) for the selection of the competent authority must be observed for the transfer governed by the GDPR.
- Clause 17: The EU SCCs shall be governed by Swiss law, if the transfer is solely subject to the FADP, or, in other cases, the law of one of the EU Member States, provided such Member State law allows for third-party beneficiary rights.
- Clause 18(b): Disputes arising from the EU SCCs shall be resolved by the courts of Switzerland if the transfer is solely subject to the FADP, or an EU Member State in other cases.
- Clause 18(c): The term “Member State” must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the EU SCCs.

Exhibit VIII - Supplementary Measures for International Transfers

Note: On 10 July 2023 the European Commission (EC) adopted an adequacy decision for the EU-U.S. Data Privacy Framework, upon concluding that the United States (US) ensures an adequate level of protection for personal data transferred from the EU to US companies participating in the EU-U.S. Data Privacy Framework.¹ The EC verified that “[a]ll the safeguards that have been put in place by the US Government in the area of national security (including the redress mechanism) apply to all data transfers under the GDPR to companies in the US, regardless of the transfer mechanisms used . . . such as standard contractual clauses.”² Moreover, the European Data Protection Board has confirmed the EC’s statement, adding that, “when assessing the effectiveness of the Article 46 GDPR transfer tool chosen, data exporters should take into account the assessment conducted by the Commission in the Adequacy Decision.”³

Where Exhibits V, VI, and/or VII of this DPA apply/ies, Cloudera shall adopt the Supplementary Measures described below.

1. Cloudera commits to reviewing, under the law of the country of destination of transferred Customer Personal Data, the legality of any order to disclose such data, notably whether it remains within the powers granted to the requesting public authority, and to challenge the order if, after a careful assessment, it concludes that there are reasonable grounds under the law of the country of destination to do so.
 - 1.1. When challenging an order, Cloudera will seek reasonable interim measures to suspend the effects of the order until the court has decided on the merits.
 - 1.2. Cloudera will not disclose Customer Personal Data requested until required to do so under the applicable procedural rules.
 - 1.3. Cloudera will provide the minimum amount of Customer Personal Data permissible when responding to the order, based on a reasonable interpretation of the order.
2. In response to an order to disclose Customer Personal Data, Cloudera will inform the requesting public authority of the incompatibility of the order with the safeguards contained in the SCCs and the resulting conflict of obligations Cloudera has to the extent possible under applicable law and the order.
 - 2.1. Cloudera will notify simultaneously, as soon as possible, Customer, insofar as possible under the third country order and applicable law.
3. Cloudera documents and records the requests for access to Customer Personal Data received from public authorities, if any, and the response provided, alongside the legal reasoning and the actors involved.
 - 3.1. Customer may view Cloudera’s Transparency Report, available at <https://www.cloudera.com/products/trust-center/transparency-report.html>.
4. Cloudera certifies that (A) it has not purposefully created back doors or similar programming that could be used to access its systems and/or Customer Personal Data by public authorities; (B) it has not purposefully created or changed its business processes in a manner that facilitates access to Customer Personal Data or its systems by public authorities; and (C) that national law in the countries in which it Processes Customer Personal Data does not require it to create or maintain back doors or to facilitate access to Customer Personal Data or its systems or for it to be in possession or to hand over the encryption key(s).
5. For more information, refer to Cloudera’s [Factsheet on International Transfers of Personal Data](#).

¹ “[Questions & Answers: EU-US Data Privacy Framework](#),” European Commission (10 July 2023).

² *Ibid.*

³ “[Information note on data transfers under the GDPR to the United States after the adoption of the adequacy decision on 10 July 2023](#),” European Data Protection Board (18 July 2023).

Exhibit IX - California Annex

If the CCPA applies to the Processing of Customer Personal Information, whereby Customer is the Business and Cloudera is the Service Provider, the following terms shall apply:

- 1) The specific business purpose(s) for which Cloudera is Processing Customer Personal Information pursuant to the Agreement is identified in Exhibit II of this DPA. Customer is disclosing Customer Personal Information to Cloudera only for the limited and specified business purpose(s) set forth within the Agreement.
- 2) Cloudera shall not Sell or Share Customer Personal Information.
- 3) Unless otherwise permitted by the CCPA, Cloudera (A) shall not retain, use, or disclose Customer Personal Information (i) for any purpose or commercial purpose other than the business purpose(s) specified in the Agreement and this DPA, or (ii) outside the direct relationship between the Parties, and shall not (B) combine Customer Personal Information with other Personal Information it has obtained outside the Parties' relationship (i.e., from another source or collected from its own interaction with the Consumer(s)).
- 4) Cloudera shall comply with all applicable sections of the CCPA.
- 5) Cloudera shall grant Customer the right to take reasonable and appropriate steps to ensure that Cloudera uses Customer Personal Information in a manner consistent with Customer's obligations under the CCPA, in accordance with Section 13 of this DPA.
- 6) Cloudera shall grant Customer the right, upon notice, to take reasonable and appropriate steps to stop and remediate Cloudera's unauthorized use of Customer Personal Information (if Customer has reasonable and documented evidence of such use).
- 7) Cloudera shall enable Customer to comply with Consumer privacy rights requests made pursuant to the CCPA, in accordance with Section 10 of this DPA.
- 8) Cloudera shall execute a CCPA-compliant contract with any subcontractor it engages to provide Cloudera Products and Services, in accordance with Section 8 of this DPA.
- 9) Cloudera shall implement and maintain reasonable security procedures and practices appropriate to the nature of Customer Personal Information, to protect that information from unauthorized access, destruction, use, modification, or disclosure, in accordance with Section 7 of this DPA.
- 10) Cloudera shall immediately inform Customer if Cloudera is unable to follow Customer's Processing instructions or meet its obligations under this DPA.

Exhibit X - Brazil

This DPA hereby fully incorporates “ANNEX II - Standard contractual clauses” from “Resolution CD/ANPD No. 19 of August 23, 2024 ([International Data Transfer Regulation](#))” if and when the Parties engage in the international transfer of Personal Data subject to the LGPD. The Parties hereby supplement the clauses, as follows:

SECTION I - GENERAL INFORMATION

CLAUSE 1. Identification of the Parties

- Refer to Exhibit I

CLAUSE 2. Object

- Refer to Exhibit II

CLAUSE 3. Onward Transfers

- OPTION B. 3.1. shall apply.
 - Refer to Exhibit II for the details of the Onward Transfers

CLAUSE 4. Responsibilities of the Parties

- OPTION A shall apply to international data transfers in which Customer acts as Controller:
 - The Controller (Customer), acting as Exporter, shall be responsible for Clause 4.1(a) through (c).

SECTION III - Security Measures

- Refer to Exhibit III

SECTION IV - Additional Clauses and Annexes

- Not applicable

Exhibit X - Saudi Arabia

If required under Saudi Arabia's Personal Data Protection Law, issued by Royal Decree No. (M/19) dated 9/2/1443 AH and amended by Royal Decree No. (M/148) dated 5/9/1444 AH, as well as its contents on the permissibility of transferring Personal Data outside the Kingdom, including the Regulation on the Transfer of Personal Data Outside the Kingdom, the Parties hereby incorporate the Standard Contractual Clauses For Personal Data Transfer (<https://sdaia.gov.sa/Documents/StandardContractualClausesForPersonalDataTransferEN.pdf>), including, specifically, the "Second Template: Controller to Processor." Customer is the Controller and Cloudera is the Processor.

With respect to the appendices:

- "Appendix 1 - Parties of List": refer to Exhibit I.
- "Appendix 2 - Description of the Transferred Personal Data": refer to Exhibit II.
- "Appendix 3 - Security Measures": refer to Exhibit III.

Schedule 2- Addendum 2

Digital Operational Resilience Act (“DORA”) Addendum

The DORA Addendum (“this Addendum”) forms part of the enterprise subscription master agreement, master services agreement, order form, or other written contractual arrangement (“the Agreement”) for Cloudera Products and Services between Cloudera, Inc., including any Cloudera Affiliates (collectively, “Cloudera”), and the Customer, including any Customer Affiliates (collectively, “Customer”), if and when, under the European Union’s DORA, (i) Customer qualifies as a “financial entity” and (ii) Cloudera acts as an “ICT third-party service provider” for Customer. For purposes of clarification, the Agreement incorporates Cloudera’s [Product and Service Data Policy](https://www.cloudera.com/legal/policies.html#data) (“the Data Policy”) (available at <https://www.cloudera.com/legal/policies.html#data>) that applies to and governs Customer’s use of Cloudera Products and Services. This Addendum will be incorporated into the Agreement and become effective as of the date both Parties execute it.

I. Definitions

1. Capitalized terms not defined in this Addendum shall have the meanings ascribed to them in the Agreement or DORA.
2. In particular, the following terms shall have the same meaning as set forth in DORA:
 - a. “critical or important function”; “digital operational resilience”; “ICT asset”; “ICT-related incident”; “ICT risk”; “ICT third-party risk”; “ICT third-party service provider”; “ICT third-party service provider established in a third country”; “ICT services”; “ICT subcontractor established in a third country”; “Lead Overseer”; “major ICT-related incident”; “network and information system”; “public authority”; “threatened penetration testing (TLPT)”; and “vulnerability”.
3. The following terms shall have the meanings set forth below:
 - a. “Applicable Laws” means all laws, rules, regulations (as may be amended, updated, superseded, or replaced from time to time) applicable to either Party.
 - b. “Cloudera Products and Services” (“the Products and Services”) means Cloudera’s products and services purchased, ordered, or subscribed to by Customer as stipulated in the Agreement, to the extent that they fall under the scope of “ICT services.”
 - c. “Customer Data” means (i) Confidential Information, as stipulated in the Agreement or the Parties’ non-disclosure agreement; and (ii) other types of data associated with the delivery of the Products and Services, namely, Technical Support Data and Diagnostic and Telemetry Data, and, if applicable, Control Plane Data (as said terms are stipulated in the Data Policy). Customer Data excludes On-Premise Computing Environment and Workload Environment Data.
 - d. “DORA” means [Regulation \(EU\) 2022/2554 of the European Parliament and of the Council of 14 December 2022 on digital operational resilience for the financial sector and amending Regulations \(EC\) No 1060/2009, \(EU\) No 648/2012, \(EU\) No 600/2014, \(EU\) No 909/2014 and \(EU\) 2016/1011](#) and, to the extent applicable, DORA’s supplementing regulations and other related technical standards.

- e. “Party” means either Cloudera or Customer.
- f. “Parties” means both Cloudera and Customer.

II. General

1. This Addendum’s purpose is to ensure compliance with DORA, namely, Section I of Chapter V.
2. Each Party shall comply with their respective obligations under Applicable Laws.
3. Customer Affiliates have the rights as set forth in this Addendum. However, Customer Affiliates who are not signatories to the Agreement do not obtain any rights under the Agreement by virtue of this Addendum.
 - a. Customer agrees that, in the case of exercising any right under this Addendum, or in relation to any dispute concerning it, Customer shall act on behalf of each Customer Affiliate and be the sole point of contact for any issues related to this Addendum. For the purpose of clarification, Customer Affiliates shall not individually exercise a right or bring a dispute with respect to this Addendum.
4. For purposes of this Addendum, the rights and obligations of the Parties in this Addendum are in addition to, and not in replacement of, the rights and obligations of the parties in the Agreement.
5. Cloudera or Customer may propose in a written notice, from time to time, amendments to this Addendum which a Party reasonably considers to be necessary to comply with DORA. Upon receipt of such notice, each Party shall cooperate and negotiate in good faith with a view to agreeing and implementing the proposed amendment(s), if appropriate, as soon as is reasonably practicable. The Parties shall not unreasonably withhold or delay agreement to any consequential variations to this Addendum that places a Party at risk of infringing DORA. The Parties will negotiate in good faith the cost, if any, to implement material changes required by specific requirements set forth in DORA. Any changes or amendments to this Addendum must be formalised in a written document which is dated and signed by all parties.
6. This Addendum and all non-contractual or other obligations arising out of or in connection with it will be governed by the laws of the country, jurisdiction, or territory stipulated in the Agreement.
7. Cloudera and Customer will submit to the choice of jurisdiction or forum stipulated in the Agreement with respect to any disputes or claims arising under this Addendum, including disputes regarding its existence, validity, or termination or the consequences of its nullity.
8. Should an independent competent court within a country, jurisdiction, or territory in which the Parties are subject to DORA deem any provision of this Addendum to be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (A) amended as necessary to ensure its validity and enforceability, while preserving the Parties’ intentions as closely as possible; or (B), if (A) is not possible, construed in a manner as if the invalid or unenforceable part had never been contained therein.

III. Financial Entity Obligations

1. Customer shall remain fully responsible for compliance with, and the discharge of, all its obligations under DORA, as well as applicable financial services law.
2. Customer shall have all legal rights, permissions, and/or authorizations to collect and provide Customer Data to Cloudera for handling.
3. Customer shall manage ICT third-party risk and ICT services in light of the principle of proportionality and take a risk-based management approach, in accordance with DORA.

4. Customer acknowledges, understands, and agrees that (i) Cloudera does not host, manage, or operate Customer's computing environment; (ii) Cloudera does not access or process any data—whether personal data, financial data, banking data, payment data, data of Customer's clients, or other data— that is in, on, or from Customer's computing environment; and (iii) Cloudera is not responsible, and has no obligations or liability whatsoever, for said computing environment or such data.
5. Customer shall not share cyber threat information and intelligence that identifies Cloudera, its personnel, or Cloudera Products and Services or that can reasonably identify, relate to, describe, be capable of being associated with, or can reasonably be used to infer information about, or otherwise be linked, directly or indirectly, to Cloudera, its personnel, or Cloudera Products and Services.

IV. ICT Third-Party Service Provider Requirements

1. Functions and ICT Services Provided

- a. Cloudera will provide the functions and ICT services stipulated in the Agreement or as indicated in Exhibit 2.
- b. Cloudera may subcontract professional services associated with the delivery of the ICT services as strictly necessary to provide said service, subject to the requirements that Cloudera (A) ensures that the subcontractor provides sufficient guarantees to implement appropriate technical and organizational measures in such a manner that meet industry standards and best practices and Applicable Laws; (B) imposes on the subcontractor, by virtue of a contract, substantially similar obligations as stipulated in this Addendum, to the extent relevant; and (C) remains fully liable to Customer for the performance of the subcontractors' obligations.

2. Location of Functions and ICT Services

- a. Cloudera provides its functions and ICT services primarily from the United States of America ("USA") and also from the locations of its worldwide Affiliates, as set forth under the "Affiliates" section [here](#), which is subject to change.
- b. Cloudera's parent company is located and established in the USA.
- c. Cloudera stores Customer Data in the USA, unless otherwise stipulated in the Agreement, and Customer Data may be accessed in the USA and from Cloudera's Affiliates' locations for purposes of providing ICT services.
- d. Cloudera will notify Customer in advance if it envisages changing the data storage or handling locations by providing updates [here](#).
- e. In the event that Cloudera engages a subcontractor, it will inform Customer of the regions or countries from where the subcontracted functions will be provided.

3. ICT Security and Risk Management

- a. Cloudera will implement and maintain the most up-to-date and highest information security standards (including appropriate technical, administrative, physical, and organizational measures) designed to protect the confidentiality, integrity, availability, and authenticity of Customer Data, to safeguard the proper functioning of the ICT services, and to minimise the risks related to the infrastructure used by Cloudera for its ICT services, including standards designed to protect against an ICT-related Incident. The measures

will take into account leading practices and standards as defined in Article 2, point (1), of Regulation (EU) No 1025/2012.

- b. Cloudera will handle vulnerabilities related to the ICT services and investigate the relevant vulnerabilities, determine the root causes of them, and implement appropriate mitigating action(s). In addition, Cloudera will report to Customer at least the critical vulnerabilities in a timely manner.
- c. Cloudera will identify and analyse vulnerabilities and anomalies in any software provided as part of its ICT services, adopt an action plan to address those vulnerabilities and anomalies, and monitor the implementation of that action plan.
- d. Cloudera will ensure that (A) its security-related certifications and audits (e.g., ISO 27001 and SOC 2 Type II) are issued by a competent third-party auditor, (B) that the certifications and audits it undergoes are performed against widely recognised relevant professional standards and include a test of the operational effectiveness of the key controls in place, (C) the scope of the certifications or audit reports cover the systems and key controls of the ICT services provided, (D) the certifications and audits are not obsolete, and (E) Customer has the right to request, once per calendar year, modifications of the scope of the certifications or audit reports to other relevant systems and controls if, and only if, the scope of the certifications or audits does not reasonably cover the systems and key controls of the ICT services provided, subject to Customer reimbursing Cloudera for the costs of implementing such modifications.
- e. At a minimum, Cloudera will implement and maintain the information security standards specified in Exhibit 4, and Customer agrees that such measures are reasonable and appropriate.

4. Access, Recovery, and Return of Data

- a. Cloudera will ensure Customer has access to Customer Data throughout the duration of the Agreement.
- b. Cloudera will enable the recovery and return, in an easily accessible format, of Customer Data in the event of the insolvency, resolution, or discontinuation of Cloudera's business operations, or in the event of the termination of the contractual arrangements.
- c. Customer may access and recover or retrieve Customer Data by using the functionalities of the Products and Services. To the extent that Customer is unable to do so, Cloudera will provide reasonable assistance upon Customer's written request.
- d. Upon termination of the Agreement, Cloudera will delete or return to Customer all Customer Data, at Customer's choice, unless Applicable Laws require Cloudera to retain said data, in which case Cloudera shall only retain such data solely to comply with Applicable Laws.

5. Service Level Descriptions

- a. The service level descriptions are set forth in Exhibit 3. Any future updates to the service levels will be documented in a separately executed agreement.

6. Use or Access to ICT Assets

- a. If, and only if, Cloudera uses or accesses Customer's ICT assets, Cloudera and Customer shall cooperate to ensure that Cloudera's staff/personnel:
 - i. are informed about, and adhere to, Customer's ICT security policies, procedures, and protocols;

- ii. are aware of the reporting channels put in place by Customer for the detection of anomalous behaviour; and
- iii. will return to Customer, upon termination of employment or ICT services, all ICT assets and tangible information assets in their possession that belong to Customer.

7. ICT Incident

- a. Cloudera will provide assistance to Customer when an ICT incident that is related to the ICT service provided to Customer occurs; provided that, if Cloudera is not directly or solely responsible for such ICT incident, Customer shall reimburse Cloudera for such assistance at Cloudera's standard professional services rates (prevailing at the time).
- b. Cloudera shall define, establish and implement an ICT-related incident management process to monitor its ICT systems and networks, to detect anomalous activities, and to detect, manage, and notify ICT-related incidents.
- c. Upon becoming aware of an ICT-related incident⁴, Cloudera will notify Customer without undue delay.
- d. Cloudera will keep Customer informed on the ICT-related incident by providing the following information:
 - i. a description of the nature and scope of the ICT-related incident, including any Customer Data losses that the ICT-related incident entails (in relation to availability, authenticity, integrity, or confidentiality of Customer Data);
 - ii. the details of a contact point where or from whom Customer can obtain more available information concerning the ICT-related incident;
 - iii. the ICT-related incident's likely consequences, to the extent known;
 - iv. if known, the identification of root causes of the ICT-related incident; and
 - v. the measures taken or proposed to be taken to address the ICT-related incident.
- e. Where, and insofar as, Cloudera is unable to provide all the foregoing information at the same time, the initial notification shall contain the information then available, and Cloudera shall, as further information becomes available, subsequently provide that information without undue delay.
- f. Cloudera's obligation to report the ICT-related incident shall not be construed as an acknowledgement by Cloudera of any fault or liability with respect to the incident.
- g. Cloudera shall not make any public announcement or publish or otherwise disclose or broadcast any notice or information about the ICT-related incident affecting Customer Data, without Customer's written authorization, unless legally required to do so under Applicable Laws.

8. Cooperation with Authorities

- a. Upon Customer's written request, Cloudera will fully cooperate with the competent authorities, public authorities, the Lead Overseer, and Customer's resolution authorities, including persons appointed by them;

⁴ For the purposes of this Addendum, the term "the financial entity" in DORA's definition shall be replaced with "ICT third-party service provider."

provided that Customer shall reimburse Cloudera for its cooperation at Cloudera's standard professional service rates (prevailing at the time).

9. Security Awareness and Digital Operational Resilience Training

- a. Cloudera will participate in Customer's ICT security awareness programmes and digital operational resilience training in accordance with Article 13(6) and Article 30(2)(i) of DORA, provided that Customer will reimburse Cloudera for its participation in said training at Cloudera's standard professional service rates (prevailing at the time).

10. Inspections

- a. In exercising access, inspection, and audit (collectively, "Inspection") rights over Cloudera to evaluate Cloudera's compliance with this Addendum, Customer shall take a risk-based approach and do so in light of the principle of proportionality.
- b. Prior to requesting an Inspection, Customer shall first review Cloudera's relevant security documentation, which will be available at Cloudera's [Trust Center](https://trust.cloudera.com/) (<https://trust.cloudera.com/>).
 - i. In addition, Customer may request Cloudera to complete a reasonable security questionnaire to the extent that the content is not covered in the documentation available in the Trust Center.
- c. To the extent that Customer reasonably determines that the information obtained pursuant to Section IV(10)(b) is not legally sufficient to establish Cloudera's compliance with this Addendum, Cloudera will allow for and contribute to a remote Inspection once per calendar year.
- d. Customer shall provide Cloudera with advance notice of at least ninety (90) days and submit an inspection plan for Cloudera's approval.
- e. Prior to commencing the remote Inspection, the Parties shall cooperate in good faith to mutually agree on the inspection plan, including the scope, subject matter, requirements, standards, cost, and timing.
- f. The remote Inspection shall (A) adhere to commonly accepted audit standards; (B) not last more than two (2) business days; and (C) take place during Cloudera's normal business hours.
- g. Customer shall use commercially best efforts to ensure that the Inspection minimizes any damage, delay, loss, injury, or disruption to Cloudera's operations, premises, equipment, and business. Customer shall not access (A) Cloudera's network or information systems; (B) the data of Cloudera's other clients; (C) Cloudera's internal accounting or financial information; (D) Cloudera's proprietary or commercially sensitive information or trade secrets; and (E) any information that, in Cloudera's reasonable opinion, could (i) compromise the security, confidentiality, integrity, availability, reliability, or resiliency of Cloudera's systems, operations, business, or premises, or (ii) cause Cloudera to breach any obligation under Applicable Laws or any contractual obligation.
- h. Customer shall promptly notify Cloudera of any concerns or non-compliance discovered during the Inspection and provide Cloudera with the Inspection reports or results.
- i. The Inspection report and/or results shall be Cloudera's Confidential Information. Customer may use the Inspection reports and/or results only for the purposes of meeting its regulatory requirements under DORA and confirming Cloudera's compliance with this Addendum and for no other purpose unless expressly approved by Cloudera in advance in writing. Customer shall not disclose the existence, nature, or results of the Inspection to any third party without Cloudera's prior express written authorization, unless otherwise

(A) required by Applicable Laws, a public authority, a competent authority, a court of competent jurisdiction, or a Lead Overseer, or (B) in accordance with the Parties' confidentiality obligations.

- j. Customer shall reimburse Cloudera for its participation in the Inspection at Cloudera's standard professional services rates (prevailing at the time).
- k. If Customer appoints an external or independent inspector, Customer shall ensure that the inspector (A) is an accredited or certified audit firm and qualified to conduct the type of Inspection requested, (B) is not a direct competitor of Cloudera, and (C) is subject to confidentiality obligations, including a non-disclosure agreement, under which Cloudera is a signatory or third-party beneficiary. Cloudera may in good faith reject the proposed inspector if Cloudera reasonably determines that the inspector does not meet the foregoing criteria, in which case Customer must appoint a different inspector. Customer shall be responsible for all fees charged by the inspector.

11. Termination Rights

- a. Customer will have the right to terminate the Agreement, in relation to this Addendum, by providing Cloudera with ninety (90) days' written notice, so long as such notice period is, if applicable, in accordance with the expectations of competent authorities and resolution authorities.
- b. Customer will have the right to terminate the Agreement, in relation to this Addendum, upon documented evidence of a series of circumstances showing shortfalls at Cloudera, in particular:
 - i. significant breach by Cloudera of Applicable Laws or this Addendum;
 - ii. circumstances identified by Customer throughout the monitoring of ICT third-party risk that are deemed capable of altering the performance of the functions provided through the Agreement, including material changes that affect the Agreement or Cloudera's situation;
 - iii. Cloudera's evidenced weaknesses pertaining to its overall ICT risk management (as such management is conceptualized and applicable to an ICT third-party service provider under DORA) and, in particular, in the way that Cloudera ensures the availability, authenticity, integrity, and confidentiality of Customer Data;
 - iv. where the competent authority can no longer effectively supervise Customer as a result of the conditions of, or circumstances related to, the Agreement.

V. Critical or Important Function Requirements

1. General

- a. This Section V ("Critical or Important Function Requirements") shall only apply if and when the Customer has conducted and documented an assessment that concludes that Cloudera's ICT services are supporting a "critical or important function," as defined in DORA prior to seeking to rely upon Section V.
- b. Customer shall satisfy DORA's requirements of conducting and documenting which of its ICT third-party service providers are "supporting critical or important functions."
- c. Upon Cloudera's written request, Customer shall provide proof of its critical or important function assessment regarding Cloudera's ICT services, or a written and signed attestation that it has done so and that Cloudera is providing ICT services "supporting critical or important functions," to establish that Cloudera is obliged to meet the requirements in this Section V.

- d. If applicable in accordance with the foregoing, this Section V will apply in addition to the rights and obligations stipulated in Section IV.

2. Service Level Descriptions

- a. For the full service level descriptions, refer to Exhibit 3.
- b. The Parties may agree on further updates and revisions of the service level descriptions, with precise quantitative and qualitative performance targets within the agreed service levels to allow effective monitoring by Customer of ICT services and enable appropriate corrective actions to be taken, without undue delay, when agreed service levels are not met.
- c. When Cloudera does not meet the agreed-upon service levels, it will take appropriate corrective actions, without undue delay.

3. Notice Periods and Reporting Obligations

- a. Upon becoming aware of any development that might have a material impact on Cloudera's ability to effectively provide the ICT services supporting critical or important functions in line with the Agreement, including the agreed-upon service levels, Cloudera will notify Customer without undue delay, but no later than seventy-two (72) hours after becoming aware of it, and comply with its other obligations under Section 4(f) of this Addendum.
- b. Upon request once per calendar year, or to the extent readily available on Cloudera's Trust Center (<https://trust.cloudera.com/>), Cloudera will provide (i) appropriate reports on its activities and services to Customer, including periodic reports, incidents reports, service delivery reports, reports on ICT security and reports on business continuity measures and testing, and (ii) where necessary, other relevant information requested.

4. Business Contingency Plans and ICT Security

- a. Cloudera will have in place measures designed to ensure its ability to monitor relevant technological developments and identify ICT security leading practices and implement them where appropriate to have an effective and sound digital operational resilience framework.
- b. Cloudera will implement, maintain, and, on an annual basis, test business contingency plans. Cloudera will also implement and maintain (i) backup policies and procedures and (ii) restoration and recovery procedures and methods, with said policies, procedures, and methods designed to ensure the restoration of ICT systems and Customer Data with minimum downtime, limited disruption, and loss.
- c. Cloudera will implement and maintain ICT security measures, tools, and policies, as well as risk mitigation measures, that provide an appropriate level of security for the provision of ICT services by Customer in line with its regulatory framework. In particular, Cloudera will:
 - i. continuously monitor and control the security and functioning of the ICT services and will use commercially reasonable efforts to minimize the impact of ICT risk on ICT services through the deployment of appropriate ICT security tools, policies, and procedures; and
 - ii. implement ICT security policies, procedures, protocols, and tools that aim to ensure the resilience, continuity, and availability of ICT services, and to maintain high standards of availability, authenticity, integrity, and confidentiality of Customer Data, whether at rest, in use or in transit.
- d. For more information, refer to Exhibit 4.

5. Threat-Led Penetration Testing (TLPT)

- a.** Cloudera will participate and cooperate in Customer's TLPT (per Articles 26 and 27 of DORA) no more than once every three (3) years, unless otherwise requested by Customer's competent authority.
- b.** Prior to determining the need for the TLPT, Customer shall assess whether the TLPT needs to cover the Products and Services, taking into account (A) DORA's principle of proportionality and risk-based approach, and (B) Section 3(c) of this Addendum.
- c.** Customer and other parties involved, including the testers but excluding the competent authorities, shall apply effective risk management controls to mitigate the risks of any potential impact on data, damage to assets, and/or the quality or security of services delivered by Cloudera, and potential disruption to critical or important functions, services, or operations at Cloudera.
- d.** Where Cloudera's participation in the TLPT is reasonably expected to have an adverse impact on the quality or security of services delivered by Cloudera to its other clients that are entities falling outside the scope of DORA, or on the confidentiality of the data related to such services, the Parties will agree in writing that Cloudera will directly enter into contractual arrangements with an external tester, for the purpose of conducting, under the direction of one designated financial entity, a pooled TLPT involving several financial entities (pooled testing) to which Cloudera provides ICT services.
- e.** Customer shall, at all times, be fully responsible for ensuring that it and the TLPT complies with DORA.
- f.** Customer shall be responsible for the costs of the TLPT, including the fees of the testers.
- g.** Customer shall reimburse Cloudera for its participation in the TLPT at Cloudera's standard professional rates (prevailing at the time).

6. Subcontractors

- a.** Upon request, Cloudera will provide Customer with a clear and complete description of all functions and ICT services to be provided, indicating whether subcontracting of an ICT service supporting a critical or important function, or material parts thereof, will occur.
- b.** Cloudera will have in place due diligence processes to ensure that it is able to select and assess the operational and financial abilities of ICT subcontractors supporting a critical or important function, or material parts thereof.
- c.** Cloudera warrants that it has sufficient abilities, expertise, financial, human, and technical resources, applies appropriate information security standards, and has an appropriate organisational structure, to monitor the ICT risks at the level of ICT subcontractors supporting a critical or important function, or material parts thereof.
- d.** Cloudera will ensure that the contractual arrangements with the ICT subcontractors that provide ICT services that support critical or important functions or material parts thereof enable Customer to comply with its own DORA obligations.
- e.** Where Cloudera engages ICT subcontractors to help provide ICT services supporting critical or important functions or material parts thereof, Cloudera may do so as strictly necessary to provide the ICT services, subject to the requirements that Cloudera:
 - i.** is responsible for the provision of the ICT services provided by the ICT subcontractors;

- ii. monitors all subcontracted ICT services to ensure that its contractual obligations with the Customer are continuously met;
 - iii. assesses ICT risks associated with the locations of the ICT subcontractors and locations where the subcontracted ICT services are provided from, and their parent companies;
 - iv. provides Customer, upon request, with the locations where the ICT subcontractors are located, where the subcontracted ICT services are to be provided, and where Customer Data, if any, is to be processed;
 - v. ensures that the contractual agreements with ICT subcontractors stipulate (a) the subcontractors' monitoring and reporting obligations towards Cloudera, (b) the subcontractors' ICT security standards and any additional relevant security requirements, in line with Article 30(3)(c) of DORA, (c) the subcontractors' obligations to implement business contingency plans, in line with Article 30(3)(c) of DORA, and their service levels in relation to these plans, and (d) the subcontractors' requirements to grant to Customer and relevant competent and resolution authorities the same rights of access, inspection, and audit, as referred to in Article 30(3)(e) of DORA, as granted to Customer and relevant competent and resolution authorities by Cloudera in the DORA Addendum; and
 - vi. ensures the continuity of the ICT services supporting critical or important functions throughout the chain of subcontractors in case of failure by an ICT subcontractor to meet its contractual obligations.
- f. Customer acknowledges that: (i) prior to exercising any rights under Section V.6(e)(v)(d), the applicable ICT subcontractors may require Customer to first enter into a binding non-disclosure agreement; and (ii) any third party appointed by Customer must first enter into a binding and enforceable non-disclosure agreement with the applicable ICT subcontractors.
- g. Cloudera will notify Customer thirty (30) days in advance of intended material changes to ICT subcontracting arrangements (supporting a critical or important function, or material parts thereof), subject to the following conditions:
 - i. Cloudera will implement the material subcontracting changes only after Customer has either approved or not objected to the changes by the end of the 30-day notice period.
 - ii. If, after conducting the legally-required risk assessment, Customer finds that the planned subcontracting changes exceed its risk tolerance, it then shall, before the end of the 30-day notice period, (i) inform Cloudera of its risk assessment results, and (ii) object to the subcontracting changes and request modifications to the proposed changes before their implementation, in which case the Parties shall cooperate in good faith to find a resolution to the subcontracting changes, including, where appropriate, implementing modifications or remediation measures.
- h. Customer will have the right to terminate the Agreement if Cloudera:
 - i. implements material changes to ICT subcontracting arrangements (supporting a critical or important function, or material parts thereof) (i) before the end of the 30-day notice period, or (ii) despite Customer's timely objection and request for modifications to the changes (in accordance with this subsection); or
 - ii. subcontracts an ICT service supporting a critical or important function not explicitly permitted to be subcontracted by the DORA Addendum.

7. Monitoring

- a. Customer will have the right to monitor, on an ongoing basis, Cloudera's performance, including in regard to the confidentiality, availability, integrity, and authenticity of Customer Data, which entails the following:
 - i. unrestricted rights of access, inspection, and audit (collectively, "Audit") by Customer, or an appointed third party (i.e., "external auditor"), and by the competent authority, and the right to take copies of relevant documentation on-site if they are critical to Cloudera's operations, the effective exercise of which is not impeded or limited by other contractual arrangements or implementation policies;
 - ii. the right to agree on alternative assurance levels if Cloudera's other clients' rights are affected;
 - iii. Cloudera's obligation to fully cooperate during the Audit performed by the competent authorities, the Lead Overseer, Customer or the external auditor.
- b. In regard to the scope, procedures to be followed, and frequency of such an Audit, the Parties agree that:
 - i. In determining the need and the scope of the Audit, Customer will follow DORA's principle of proportionality and risk-based approach.
 - ii. Prior to determining the need to conduct an Audit, Customer will first consider the Supplier's relevant security documentation (which will be available at Cloudera's [Trust Center](https://trust.cloudera.com/) (<https://trust.cloudera.com/>)). and/or Cloudera's responses to relevant questionnaires.
 - iii. The Parties can agree on alternative assurance levels where an Audit would affect the rights of Cloudera's other clients and Customer, in its reasonable opinion, determines that appropriate supervision of Cloudera and the Products and Services can be achieved through such an alternative. Cloudera will, without delay, inform Customer if Cloudera determines that the Audit would negatively affect its other clients.
- c. Customer will have the right to Audit not more than once per calendar year. The one time per year audit limitation will not apply if the Audit is (i) expressly required by DORA, including any amendments to said law; (ii) expressly required by competent authorities or the Lead Overseer or a court of competent jurisdiction; (iii) requested by Customer following a material ICT-related Incident for which Cloudera is responsible; or (iv) requested by Customer upon Customer's reasonable determination, based on documented evidence, that Cloudera has materially violated this DORA Addendum.
- d. Customer will give the Supplier ninety (90) days' advance notice of the Audit. In the case of an Audit requested by competent authorities or the Lead Overseer, Customer will use commercially best efforts to provide notice as soon as possible.
- e. The Audit shall take place remotely, unless (i) the Parties, cooperating in good faith, determine that an on-site Audit (with access to Cloudera's business premises) is legally required, or (ii) if an on-site Audit is required by the competent authorities or the Lead Overseer.
- f. Customer will reimburse Cloudera for its reasonable costs and resources expended during the Audit at Cloudera's standard professional services rates (prevailing at the time). However, if the Audit is requested due to a material ICT-related Incident for which Cloudera is responsible, each Party will bear its own costs.
- g. Prior to commencing the Audit, the Parties will cooperate in good faith to mutually agree on the Audit plan, including the scope, subject matter, requirements, standards, cost, and timing.

- h.** If Customer appoints an external auditor, Customer will ensure that the external auditor (A) is an accredited or certified audit firm and qualified to conduct the type of audit requested, (B) is not a direct competitor of Cloudera, and (C) is subject to confidentiality obligations, including a non-disclosure agreement, under which Cloudera is a signatory or third-party beneficiary. Cloudera may in good faith reject the proposed external auditor if Cloudera reasonably determines that the external auditor does not meet the foregoing criteria, in which case Customer must appoint a different external auditor. Customer shall be responsible for all fees charged by the external auditor.
- i.** The Audit will take place during Cloudera's normal business hours. Customer shall use commercially best efforts to ensure that the Audit minimizes any damage, injury, or disruption to the Supplier's operations, premises, equipment, and business.
- j.** Customer will not access (A) Cloudera's network or information systems; (B) the data of Cloudera's other clients; (C) Cloudera's internal accounting or financial information; (D) Cloudera's proprietary or commercially sensitive information or trade secrets; and (E) any information that, in Cloudera's reasonable opinion, could (i) compromise the security, confidentiality, integrity, or availability of Cloudera's systems, operations, business, or premises, or (ii) cause Cloudera to breach any obligation under Applicable Law or any contractual obligation.
- k.** To the extent that the foregoing conditions conflict with Article 30(3)(e)(1) of DORA, the Parties will negotiate in good faith to ensure that Cloudera's security procedures are followed, and Customer will use commercially best efforts to satisfy the foregoing conditions.

 - i.** Customer shall promptly notify Cloudera of any non-compliance discovered during the Audit and provide Cloudera with the Audit reports or results.
 - ii.** The Audit report and/or results shall be Cloudera's Confidential Information, unless Applicable Laws or DORA stipulate otherwise.
 - iii.** Customer may use the Audit reports and/or results only for the purposes of meeting its regulatory requirements under DORA and confirming Cloudera's compliance with its obligations under this Addendum. Customer shall not disclose the existence, nature, or results of the Audit to any third party without Cloudera's prior express written authorization, unless otherwise (i) required by Applicable Laws, competent authorities, the Lead Overseer, or a court of competent jurisdiction, or (ii) in accordance with the Parties' confidentiality obligations.

8. Exit Strategies

- a.** Customer shall be responsible for putting in place exit strategies with respect to the ICT services, including in the event of Customer exercising its termination rights under Section 4(j) of this Addendum.
- b.** With respect to Customer's exit strategies, the Parties agree that:

 - i.** The transition period shall last no longer than one (1) year from the date that Customer exercises its termination right(s) in writing.
 - ii.** During the transition period, Cloudera will continue providing the functions or ICT services, with a view to reducing the risk of disruption at Customer or to ensure its effective resolution and restructuring.

- iii. To the extent technically feasible, Cloudera will allow Customer to migrate to another ICT third-party service provider or change to in-house solutions consistent with the complexity of the ICT services provided.
- iv. Customer shall reimburse Cloudera for its use of the ICT services during the transition period at Cloudera's standard rates (namely, the subscription fees or rates, and associated fees, based on the Agreement) and for Cloudera's expenses for the exit assistance at its standard professional service rates (prevailing at the time).

Schedule 2- Addendum 3

Audit Addendum

For purposes of this Addendum, “Supplier” means “Cloudera.”

- 1) In deciding on an inspection or audit (collectively, “Audit”) to evaluate Supplier’s compliance with its security requirements under the Agreement, including this security addendum, annex, exhibit, or schedule (collectively, “Obligations”), Customer shall first consider and review Supplier’s relevant third-party certification(s) and report(s) (i.e., an ISO 27001 certificate and a SOC 2 Type II Report), summaries of vulnerability and/or penetration testing reports, and/or responses to relevant questionnaires, which shall be provided upon request (on a confidential basis). At any time, the Customer may access said reviews, audits, etc. at <https://trust.cloudera.com/>.
- 2) To the extent that Customer reasonably determines that the information obtained pursuant to subsection 1 is not legally sufficient to establish Supplier’s compliance with its Obligations, Supplier will allow for and contribute to an Audit once per calendar year.
 - a) The one time per year audit limitation will not apply if the Audit is (i) expressly required by applicable law, a regulatory authority, or a court of competent jurisdiction, (ii) requested by Customer following a material Security Incident for which Supplier is responsible, or (iii) requested by Customer upon Customer’s reasonable determination, based on documented evidence, that Cloudera has materially violated the Obligations.
- 3) The Audit shall take place remotely, unless the Parties, cooperating in good faith, determine that an on-site audit (with access to Supplier’s business premises) is legally required.
- 4) Customer shall reimburse Supplier for its reasonable costs and resources expended in regard to the Audit at Supplier’s standard professional services rates (prevailing at the time).
- 5) The Audit shall not last more than two (2) business days.
- 6) Customer shall make the Audit request by providing Supplier with advance notice of at least ninety (90) days and by submitting an audit plan. Prior to commencing the Audit, the Parties shall cooperate in good faith to mutually agree on the audit plan, including the scope, subject matter, requirements, standards, cost, and timing.
- 7) If Customer appoints an external auditor, Customer shall ensure that the external auditor (A) is an accredited or certified audit firm and qualified to conduct the type of audit requested, (B) is not a direct competitor of Supplier, and (C) is subject to confidentiality obligations, including a non-disclosure agreement, under which Supplier is a signatory or third-party beneficiary. Supplier may in good faith reject the proposed external auditor if Supplier reasonably determines that the external auditor does not meet the foregoing criteria, in which case Customer must appoint a different external auditor. Customer shall be responsible for all fees charged by the external auditor.

- 8) The Audit shall take place during Supplier's normal business hours. Customer shall use commercially best efforts to ensure that the Audit minimizes any damage, injury, or disruption to Supplier's operations, premises, equipment, and business. Customer shall not access (A) Supplier's network or information systems; (B) the data of Supplier's other clients; (C) Supplier's internal accounting or financial information; (D) Supplier's trade secrets; and (E) any information that, in Supplier's reasonable opinion, could (i) compromise the security, confidentiality, integrity, or availability of Supplier's systems, operations, business, or premises, or (ii) cause Supplier to breach any obligation under Applicable Law or any contractual obligation.
- 9) Customer shall promptly notify Supplier of any non-compliance discovered during the Audit and provide Supplier with the Audit reports or results. Supplier shall complete a remediation plan for any non-compliance and remediate any non-compliance as soon as reasonably practicable.
- 10) The Audit report and/or results shall be the Confidential Information of Supplier. Customer may use the Audit reports and/or results only for the purposes of meeting its regulatory requirements and confirming Supplier's compliance with its Obligations. Customer shall not disclose the existence, nature, or results of the Audit to any third party without Supplier's prior express written authorization, unless otherwise (i) required by Applicable Law, a regulatory authority, or a court of competent jurisdiction, or (ii) in accordance with the confidentiality obligations in place between the Parties.

Schedule 2- Addendum 4

Acceptable Use Policy

Acceptable use is primarily governed by the **Enterprise Subscription Master Agreement (ESMA) attached to the Supplier Terms under Schedule 1 - Exhibit A**. While the general rules listed below apply across the Services, you should always reference the specific **Order Form**, which identifies the precise **Supplier Terms** and addendums applicable to your purchase. In the event of a conflict regarding data protection specifically, the **Cloudera Product & Service Data Policy** takes precedence.

Prohibited Activities

You are strictly prohibited from:

- **Illegal or Harmful Use:** Using services for any illegal, harmful, or offensive activities.
- **Malicious Content:** Transmitting or storing content that is illegal, offensive, or constitutes "Restricted or Prohibited Data" (e.g., malware, viruses, or defamatory material).
- **Security Violations:** Violating the integrity of any network, computer device, or software application.
- **Unsolicited Communications:** Using services to transmit spam, bulk, or unsolicited messaging.
- **Cryptocurrency Mining:** Mine cryptocurrency with Cloudera Product or Service.

Technical Restrictions

- **Reverse Engineering:** You may not attempt to decompile, disassemble, or reverse engineer any portion of the Cloudera Software or Services.
- **Circumvention:** You are prohibited from circumventing any aspect of the products designed to manage or restrict unauthorized access.
- **Competitive Use:** You may not access or use the services to build a competitive product or for unauthorized benchmarking.

Sensitive Data Guidance

The terms define **Restricted or Prohibited Data** that you must not disclose or provide to Cloudera, as they are not permitted for processing within their standard environments:

- **PHI:** Protected Health Information regulated by HIPAA.
- **PCI:** Cardholder Data as defined by the Payment Card Industry Data Security Standard.
- **ITAR:** Information regulated by the U.S. International Traffic in Arms Regulations.
- **Sensitive Personal Data:** You are instructed not to send social security numbers, racial/ethnic origin data, or criminal backgrounds unless specifically requested.

4. Shared Responsibility Guidance

Under the **Shared Responsibility Model**, you are responsible for maintaining the security of your own environment.

Schedule 2- Addendum 5

Cloudera's Shared Responsibility Model

<https://www.cloudera.com/products/trust-center/shared-responsibility-model.html>

Version as of January 2026

Cloudera's Shared Responsibility Model

Trust Center

Overview

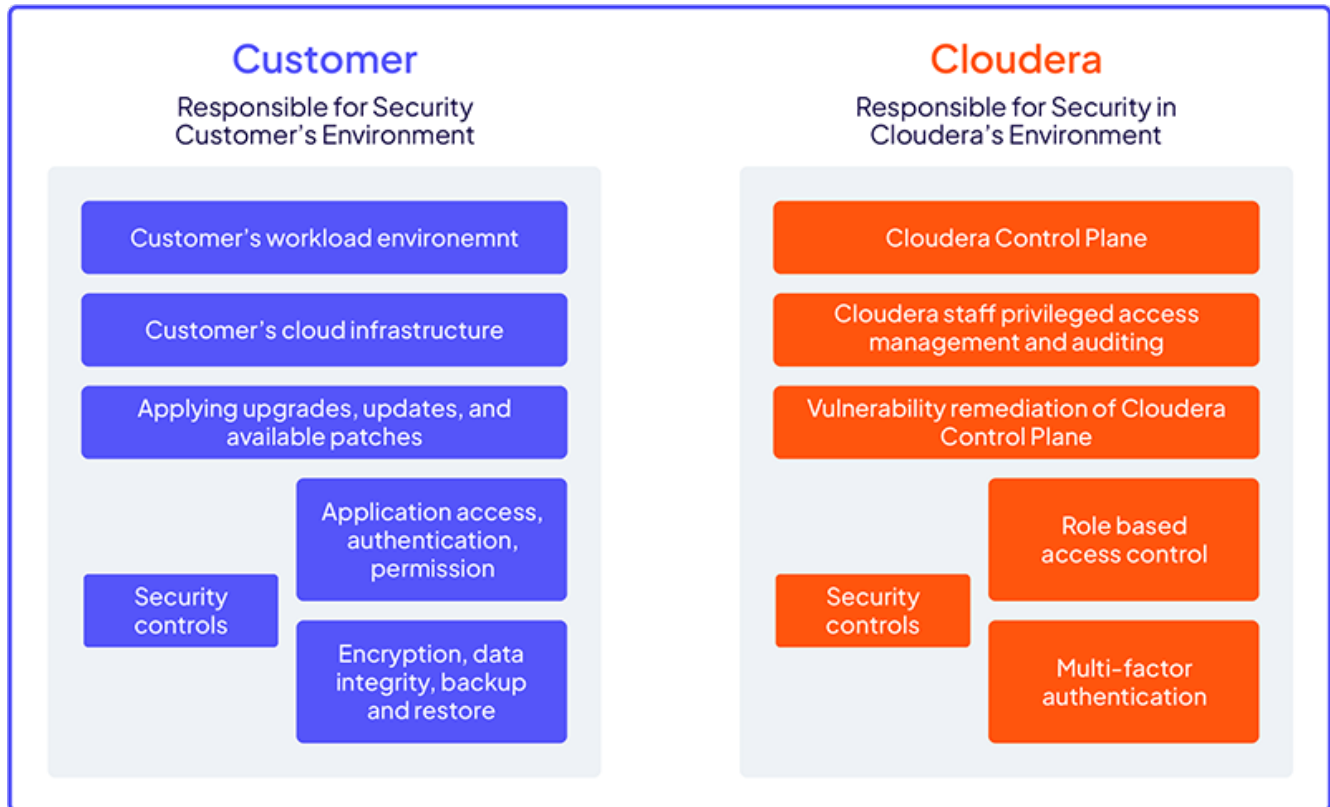
Cloudera on cloud allows customers to maintain full ownership and control of their data and workloads and is designed to operate in some of the most restricted public cloud environments. With Cloudera on cloud., customers run all of their streaming, data engineering, data warehousing, operational database, and machine learning workloads in their own public cloud account and store data in their object stores, ensuring customers have full control over their infrastructure, workloads, and data.

Security & Compliance

Since Cloudera on cloud runs in a customer's cloud account, Security and Compliance is a shared responsibility between Cloudera and its public cloud customers.

Cloudera's responsibility "Security of the Cloudera on cloud Service": Cloudera is responsible for the Public Cloud control plane that customers use to launch, manage, and configure their workloads. The Cloudera on cloud Control Plane and its corresponding infrastructure, security, and compliance are fully managed by Cloudera, allowing customers to simply focus on launching the workloads of their choice into their public cloud accounts.

Customer's responsibility "Security of the Workload Environment": A Workload Environment is a customer-owned public cloud account where Cloudera on cloud services run. When customers use Cloudera to run their data warehousing, advanced analytics, and machine learning workloads, new cloud resources are provisioned into their public cloud account. Customers are responsible for the security of the resources in their cloud account. To simplify complying with a customer's Information Security guidelines and best practices, Cloudera on cloud provides extensible features including our support for [SAML providers](#), [private subnets](#) with [restricted outbound internet access](#), as well as [auditing for the Cloudera Control Plane](#).



Joint Cloudera and public cloud customer's responsibilities

Certain activities require coordination between Cloudera and public cloud customers and are shared responsibilities. Examples include:

Patch Management - Cloudera continuously releases software updates with new functionality, security patches, and bug fixes, but it is the customer's responsibility to apply those updates.

Virtual Machines (VMs) and Containers - Cloudera regularly offers updated VMs and containers and it is the customer's responsibility to upgrade in order to take advantage of these updates.

TLS Certificates - Cloudera renews TLS certificates, but customers must use the Control Plane to initiate this process.

Audit Logs - Cloudera stores 90 days of system events in an encrypted database managed by Cloudera. It's the customer's responsibility to configure the automatic

export of audit logs to their Amazon S3 or Microsoft ADLS Gen2 cloud object store.

Cloudera's shared responsibility model for Cloudera on cloud provides customers with the flexibility, control, and ownership they need to manage their data and run their analytics workloads in the public cloud. For more details on our shared responsibility model, please reach out to your Cloudera account executive to get access to our Cloudera on cloud compliance package, or schedule a conversation with our security and compliance team.

