Carahsoft Rider to Manufacturer Commercial Supplier Agreements
(for U.S. Government End Users)
Revised 20161213

1. **Scope.** This Carahsoft Rider and the Manufacturer's Commercial Supplier Agreement (CSA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").

2. **Applicability.** The terms and conditions in the attached Manufacturer's CSA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a) (1) (B)), the Contracts Disputes Act of 1978 (41. U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 § U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's CSA is inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's Multiple Award Schedule Contract, GS-35F-0119Y, including, but not limited to the following:

(a) **Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", defined as an entity authorized to order under Government contracts as set forth in General Services Administration Order OGP 4800.2I, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.

(b) **Changes to Work and Delays.** Subject to General Services Administration Acquisition Regulation (GSAR) 552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I – APR 2014) and GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) regarding which of the GSAR and the FAR provisions shall take precedence.

(c) **Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

(d) Audit. During the term of this CSA: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this CSA. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this CSA.

(e) Termination. Clauses in the Manufacturer's CSA referencing suspension, termination or cancellation of the Manufacturer's CSA, the License, or the Customer's Account are hereby deemed to be deleted. Termination, suspension or cancellation shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

> Carahsoft may request cancellation or termination of the CSA on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section (q) below or if such remedy is otherwise ordered by a United States Federal Court.

(f) Consent to Government Law / Consent to Jurisdiction. Subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider and the CSA will be governed by and construed in accordance with the laws of the United States. All clauses in the Manufacturer's CSA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.

(g) Force Majeure. Subject to GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer's CSA referencing unilateral termination rights of the Manufacturer's CSA are hereby deemed to be deleted.

(h) Assignment. All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (MAY 2014) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer's CSA are hereby deemed to be deleted.

(i) Waiver of Jury Trial. All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (MAY 2014), and all clauses governing waiver of jury trial in the Manufacturer's CSA are hereby deemed to be deleted.

(j) Customer Indemnities. All of the Manufacturer's CSA clauses referencing Customer Indemnities are hereby deemed to be deleted.

(k) Contractor Indemnities. All of the Manufacturer's CSA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.

(l) Renewals. All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.

(m) Future Fees or Penalties. All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

(n) Taxes. Taxes are subject to GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w) (1) (x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).

(o) Third Party Terms. Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.

(p) Installation and Use of the Software. Installation and use of the software shall be in accordance with the Rider and Manufacturer's CSA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.

(q) Dispute Resolution and Venue. Any disputes relating to the Manufacturer's CSA and to this Rider shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w) (1) (iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). The Ordering Activity expressly acknowledges that Carahsoft, as the vendor selling the Manufacturer's licensed software, shall have standing under the Contract Disputes Act to bring such claims that arise out of licensing terms incorporated into Multiple Award Schedule Contract GS-35F-0119Y.

(r) Limitation of Liability: Subject to the following:

> Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

(s) Advertisements and Endorsements. Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

(t) Public Access to Information. Manufacturer agrees that the CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA and this Rider will be available to the public.

(u) Confidentiality. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).

CLOUDERA, INC.
ENTERPRISE SUBSCRIPTION MASTER AGREEMENT

This Subscription Master Agreement (this "<u>Agreement</u>") is made by and between Cloudera, Inc., a Delaware company located at 1001 Page Mill Rd., Palo Alto, CA 94304, ("<u>Cloudera</u>") and the Government Customer, as defined in Section 2(a) of the Carahsoft Technology Corporation (Carahsoft) Rider,("<u>Customer</u>").

1.   <u>Definitions</u>. For the purposes of this Agreement, including exhibits hereto, the following terms will have the following meanings:

1.1   "<u>Affiliate</u>" 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. "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 shall be considered an Affiliate for only such time as such interest or control is maintained.

1.2   "<u>Capacity Under Management</u>" means the total raw hard disk capacity allocated to one or more Storage Volumes that are used by the Cloudera Products. Capacity Under Management is measured in Terabytes (TB).

1.3   "<u>Cloudera Online Services</u>" means any Cloudera Product that is provided by Cloudera as a hosted, cloud-based service, accessible to Customer through a web browser.

1.4   "<u>Cloudera Open Source Distribution</u>" means the open source code components set forth in the applicable Order Form for a Subscription Period.

1.5   "<u>Cloudera Products</u>" means the Cloudera Open Source Distribution, the Cloudera Software and the Cloudera Online Services.

1.6   "<u>Cloudera Software</u>" means Cloudera's proprietary software components set forth in the applicable Order Form for a Subscription Period.

1.7   "<u>Intellectual Property Rights</u>" 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.

1.8   "<u>Node</u>" means a physical or virtual computer providing data processing capabilities or running coordinator processes to drive data processing activities, including but not limited to the following: Apache Hadoop (HDFS, MapReduce), Apache Hive, Apache HCatalog, Cloudera Hue, Apache Mahout, Apache Oozie, Apache Pig, Apache Sentry, Apache Sqoop / Sqoop2, Apache Whirr, Apache Zookeeper, Apache Spark, Apache Crunch, Apache HBase, Apache Kafka, Apache Accumulo, Cloudera Impala, Cloudera Search, or Apache YARN services.

1.9   "<u>Order Form</u>" means the document agreed to by Cloudera and Customer indicating the Cloudera Products for which a subscription is purchased, quantity, price and term.

1.10   "Storage Volume" means a single accessible storage area with a single file system. Storage Volumes include (but are not limited to) Apache HDFS volumes, Apache HBase volumes and Apache Accumulo volumes.

1.11   "Subscription Period" means a one-year period, or another term as may be set forth in the applicable Order Form. The initial Subscription Period commences upon the Effective Date unless otherwise stated on a purchase order or Order Form.

1.12   "Third Party Software (Apache Hadoop Open Source Code)" means the copyrighted, patented and/or otherwise legally protected software of third parties that may be incorporated in the Cloudera Products as set forth at http://www.cloudera.com/content/cloudera-content/cloudera-docs/Licenses/Third-Party-Licenses/Third-Party-Licenses.html.

1.13   "Transaction Data" means all data that is (i) input into Cloudera Online Services or generated through the use of the Cloudera Online Services, or (ii) generated for troubleshooting and diagnostics, in each case that is transmitted to Cloudera. Transaction Data does not include Customer's originating data that might be stored in Customer's Nodes running the Cloudera Products.

2.   Grants, Restrictions and Ownership.

2.1   Grants. Subject to the terms and conditions of this Agreement, Cloudera grants to Customer a non-exclusive, non-transferable, non-sublicensable, revocable and limited license to access, use and reproduce (except as to the Cloudera Online Services) the Cloudera Products as identified in the applicable Order Form, for the duration of the Subscription Period, solely for Customer's internal purposes.

2.2   Restrictions. (a) Except as otherwise expressly set forth in this Agreement, Customer may not: (i) modify, disclose, alter, translate or create derivative works of the Cloudera Products; (ii) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Cloudera Products; (iii) use the Cloudera Products, or allow the transfer, transmission, export or re-export of the Cloudera Products or any portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, OFAC, or any other government agency; (iv) disassemble, decompile or reverse engineer any of the Cloudera Products; or (v) cause or permit any other party to do any of the foregoing. In addition, Customer will not remove, alter or obscure any proprietary notices in the Cloudera Products including copyright notices, or permit any other party to do so. (b) If licensed by Customer, Navigator Encrypt, HDFS Encryption and Navigator KeyTrustee (the "Encryption Products") can be used to secure the Cloudera cluster, meta-data stores, log files and ingest staging areas used by Flume, Sqoop and Kafka. Other than as stated in the foregoing sentence, the Encryption Products cannot be used to secure non-Cloudera Products without the payment of additional license fees for such use.

2.3   Ownership and Reservation of Rights. As between the parties and subject to Section 2.1, Cloudera will own all right, title and interest in and to (i) the Cloudera Software, (ii) the Cloudera Open Source Distribution, (iii) the Cloudera Online Services; (iv) all modifications to and derivative works of the Cloudera Products made by Cloudera, and (v) any and all Intellectual Property Rights embodied in the foregoing. Cloudera reserves all rights not expressly granted in this Agreement, and 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.

2.4   An Affiliate of Customer may execute an Order Form and such Affiliate shall be deemed to be the Customer for purposes of such Order Form

2.5   Affiliate Use.   An Affiliate of Customer may access and use the Cloudera Products licensed by Customer under an applicable Order Form; provided that: (i) such Affiliate agrees in writing with Customer to be bound by and accepts all of the obligations imposed upon Customer under this Agreement (other than payment obligations for which Customer is solely responsible to Cloudera unless the Affiliate enters into a separate Order Form with Cloudera); (ii) Customer agrees to be responsible for the acts and omissions of such Affiliate in relation to the Agreement; (iii) 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 Agreement; (iv) the Affiliate is not a direct competitor of Cloudera; and (v) all of Customer's obligations under the Agreement and the Order Form shall remain in force and undiminished.

2.6   Third Party Rights.   Cloudera grants to Customer the right to permit one or more third parties to exercise any or all of the rights granted to Customer hereunder; provided that: (i) any such third party shall exercise such rights solely to provide goods to or perform services for Customer and its Affiliates; (ii) all such use is subject to the terms and conditions of this Agreement; (iii) such third party is not a direct competitor of Cloudera; and (iv) 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.

3.   Delivery, Support Services, and Professional Services.

3.1   Delivery. Upon Carahsoft's acceptance of Customer's Order Form, Cloudera will, at its expense, make the Cloudera Products available for download (or, in the case of any Cloudera Online Service, will make the service available to Customer through Cloudera's web site). The Cloudera Products will be deemed delivered when the electronic download or, as the case may be, online access is available.

3.2   Support. Cloudera will use commercially reasonable efforts to provide the support and maintenance services as set forth in Exhibit A with respect to the Cloudera Products other than the Cloudera Online Services (the "Support Services").   Support and maintenance terms for the Cloudera Online Services, if any, shall be set forth on Exhibit D.

(i)   Performance. Cloudera will perform the Support Services in a professional manner using qualified and experienced personnel.

(ii)   Cooperation. Customer will cooperate in good faith with Cloudera in the performance of the Support Services including, but not limited to: (a) providing access to the Cloudera Products licensed pursuant to this Agreement (and related systems); (b) providing assistance with break-fix issues related to the installation, upgrade (when and if available), and configuration of the Cloudera Products; (c) ensuring that the Cloudera Software is configured correctly and available for data collection, cluster management and patch deployment; and (d) providing any reasonably requested assistance and information.

(iii)   Support Contacts. Customer will ensure that its personnel who contact Cloudera are: (a) knowledgeable about the operation of the Cloudera Products and the hardware on which the Cloudera Products are installed; and (b) qualified and trained with respect to the Cloudera Products.

(iv)   Supported Versions. Cloudera will provide support on the versions of Cloudera Products according to the Support Lifecycle Policy as set forth at http://www.cloudera.com/content/cloudera/en/legal/support-lifecycle-policy.html.

(v)   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; or (f) training. Cloudera has no obligation to correct any problems with the Cloudera Products or any issues resulting from: (w) use of the Cloudera Products not in accordance with the license 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.

3.3   Professional Services and Training. If Customer orders Professional Services (as defined in Exhibit B), the terms and conditions set forth on Exhibit B will apply; if Customer orders Training Services (as defined in Exhibit C), the terms and conditions set forth on Exhibit C will apply.

3.4   Cloudera Online Services. If Customer orders Cloudera Online Services, the terms and conditions set forth on Exhibit D will apply.

3.5   Cloudera Online Services. If Customer uses the Cloudera Online Services, Customer will adhere to and agrees to be bound by the Data Policy and the Privacy Policy, located at Exhibit D of this Agreement, as such policies may be updated by Cloudera from time to time (the "Data Policy" and the "Privacy Policy," respectively). All Transaction Data will be handled in accordance with the provisions set forth in the Data Policy and governed exclusively by those terms

4.   Confidentiality and Publicity.

4.1   Confidentiality. "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 or the Disclosing Party (whether before, on or after the Effective Date) that is characterized as Confidential Information at the time of disclosure or within a reasonable time after disclosure or which the Receiving Party should have considered to be confidential under the circumstances surrounding the disclosure. The Receiving Party will, during the term of this Agreement and for three years thereafter, use the same degree of care to maintain the confidence of the Confidential Information of the Disclosing Party that it uses to maintain the confidence of its own Confidential Information, but in no event less than reasonable care. 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. Confidential Information will not include information that: (a) is in or enters the public domain without breach of this Agreement and through no fault of the Receiving Party; (b) the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party; (c) 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 (d) the Receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation. 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, and in accordance with all relevant Federal law.

4.2   Personally Identifiable Information. Subject to applicable law, in connection with the performance of this Agreement and Customer's use of the Cloudera Products, (i) Cloudera agrees that it will not require Customer to deliver to Cloudera any personally identifiable information (as defined by the National Institute of Standards and Technology) ("PII") and (ii) Customer agrees not to deliver any PII to Cloudera.

5.   Representations and Warranties; Disclaimer.

6.1   General Representations and Warranties. Each party represents and warrants that: (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 adopting 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.

6.2   Software Warranty. Cloudera represents and warrants that for a period of thirty (30) days following initial delivery (the "Warranty Period"), the Cloudera Products will perform in all material respects in accordance with the applicable software technical documentation as provided by Cloudera at http://www.cloudera.com/content/support/en/documentation.html, or, with respect to any Cloudera Online Service, within the URL for that particular service, (or, with respect to any Cloudera Online Service, within the URL for that particular service). Customer must notify Cloudera of any non-conformance with this warranty during the Warranty Period, and Cloudera will either: (i) repair the Cloudera Product such that it conforms to the warranty; (ii) replace the Cloudera Product with an equivalent product that conforms to the warranty, or, if neither (i) nor (ii) is reasonable or practicable, as Cloudera's sole obligation and Customer's exclusive remedy for breach of warranty, Customer may return the Cloudera Products and obtain a return of the subscription fees Customer paid to Cloudera for the defective Cloudera Products adjusted pro-rata based on the time remaining in the Subscription Period for the applicable Cloudera Product.

6.3   Disclaimer. EXCEPT FOR THE EXCLUSIVE WARRANTIES SET FORTH IN SECTIONS 6.1 AND 6.2, CLOUDERA AND ITS SUPPLIERS DISCLAIM ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE CLOUDERA PRODUCTS, THE THIRD PARTY SOFTWARE, AND/OR THE SUPPORT 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); (III) WARRANTIES OF NONINFRINGEMENT OR CONDITION OF TITLE.CLOUDERA AND ITS SUPPLIERS MAKE NO

WARRANTIES WITH RESPECT TO THE CLOUDERA PRODUCTS AND THE THIRD PARTY SOFTWARE BEING FREE FROM BUGS, ERRORS, OR OMISSIONS. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

6.   Indemnification Obligations.

Cloudera Indemnification Obligations. Cloudera, at its sole expense, will defend Customer against any claim and indemnify Customer from and against any damages, settlements, liabilities, costs and expenses (including, but not limited to, reasonable attorney fees) awarded by the court ("Claim") as a result of the use of the Cloudera Products (in the form delivered to Customer by Cloudera) infringing any Intellectual Property Rights of any third party, provided that Customer: (i) gives prompt notice of the Claim to Cloudera; (ii) grants sole control of the defense and settlement of the Claim to Cloudera (except that Customer'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 Customer); and (iii) provides reasonable cooperation to Cloudera and, at Cloudera's request and expense, assistance in the defense or settlement of the Claim. In the event of a Claim pursuant to this Section 7.1, Cloudera may, at Cloudera's option and at Cloudera's expense: (a) obtain for Customer the right to continue to exercise the license granted to Customer under this Agreement; (b) substitute a substantially equivalent non-infringing product; (c) modify the Cloudera Product(s) to make it non-infringing; or (d) terminate Customer's subscription for the applicable Cloudera Product. Upon a termination of a subscription pursuant to this Section 7, Customer must return or destroy the Cloudera Products and, within 30 days of Cloudera's receipt of all of the Cloudera Products or certification of destruction thereof, Cloudera will refund the amount Customer paid to Cloudera for the Cloudera Products and the Support Services adjusted pro-rata based on the time remaining in the Subscription Period for the applicable Cloudera Product. Cloudera's obligations under this Section 7 do not extend to Claims arising from or relating to: (w) any use of the Cloudera Product(s) in combination with any equipment, software, data or any other materials where the infringement would not have occurred but for such combination; (x) any modification to the Cloudera Product(s) where the infringement would not have occurred but for such modification; (y) the use of the Cloudera Product(s) by Customer (or any third party) in a manner contrary to the terms of this Agreement (or any other agreement) where the infringement would not have occurred but for such use; or (z) the continued use of the Cloudera Product(s) after Cloudera has provided substantially equivalent non-infringing software. Notwithstanding anything to the contrary set forth herein, where Customer has purchased the Cloudera Enterprise Basic Edition product for a Subscription Period of fewer than three (3) years, Cloudera shall have no obligations under this Section 7.

NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THIS AGREEMENT, THE PROVISIONS OF THIS SECTION 7 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF CLOUDERA AND THE EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED MISAPPROPRIATION, VIOLATION AND/OR INFRINGEMENT OF ANY PROPRIETARY AND/OR INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, CLOUDERA EXPRESSLY DISCLAIMS ANY OBLIGATION TO INDEMNIFY OR DEFEND CUSTOMER AND/OR ANY OTHER PARTY FROM ANY CLAIM, DEMAND, ACTION OR THREATENED ACTION.

7.   Limitation of Liability.

8.1 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 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. FURTHER, EXCEPT FOR CLAIMS ASSERTING NON-PAYMENT OF FEES OWED, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO CLOUDERA UNDER THIS AGREEMENT IN THE 12 MONTHS IMMEDIATELY PRIOR TO THE ACCRUAL OF THE FIRST CLAIM.

8.2 THE LIMITATIONS OF LIABILITY IN THE SECOND SENTENCE OF SECTION 8.1 WILL NOT APPLY WITH RESPECT TO: (I) ANY ACTS OF FRAUD OR WILLFUL MISCONDUCT; (II) BREACHES OF SECTIONS 2.1 OR 2.2; OR (III) CLOUDERA'S INDEMNIFICATION OBLIGATIONS; PROVIDED, HOWEVER, THAT, NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THIS AGREEMENT, CLOUDERA'S LIABILITY WITH RESPECT TO ITS DEFENSE AND INDEMNIFICATION OBLIGATIONS FOR THE THIRD PARTY SOFTWARE (AS DEFINED IN SECTION 1.12) WILL NOT EXCEED TWO TIMES THE AMOUNT PAID BY CUSTOMER TO CLOUDERA IN THE 24 MONTHS IMMEDIATELY PRIOR TO THE ASSERTION OF THE CLAIM. SECTION 8 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

8.   Term and Termination.

8.1   Term and Termination. Unless terminated as provided in this Agreement, the term of this Agreement will commence on the Effective Date and continue for the first Subscription Period. Thereafter, this Agreement may be renewed and the term extended for one or more additional Subscription Periods at the mutual agreement of the parties. Either party may terminate this Agreement for cause: (i) if the other party breaches this Agreement and does not remedy such failure 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.

8.2   Effect of Termination. Upon any expiration or termination of this Agreement: (i) all rights and licenses granted to Customer under this Agreement will immediately terminate; and (ii) 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, at the other party's sole discretion and direction, 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 applicable law, and provided further that such retained Confidential Information remains subject to the requirements of Section 5 and are used for no other purpose. Each of Customer and Cloudera will immediately confirm in writing that it has complied with Section 9.2(ii) if requested by the other party. The following Sections will survive any expiration or termination of this Agreement: 1, 2.2, 2.3, 4, 5, 6.3, 7 (solely to the extent that a Claim is raised based on use during an active Subscription Period, and limited to damages accrued during the Subscription Period), 8, 9.2 and 10.

9.   General Provisions.

9.1   Entire Agreement and Conflicts. This Agreement, the terms and conditions set forth in Schedule Contract GS-35F-0119Y, and all exhibits to this Agreement, all of which are incorporated herein by reference, sets forth the entire agreement and understanding of the parties relating to the subject

matter hereof, 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. In the event of conflict between this Agreement, the terms and conditions set forth in Schedule Contract GS-35F-0119Y, and all exhibits to this Agreement, the conflict shall be resolved as set forth in GSAR 552.212-4(s) Order of Precedence.

9.2   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.

9.3   Diagnostics and Reporting. Customer acknowledges that the Cloudera Software and the Cloudera Online Services contain a diagnostic functionality as its default configuration. The diagnostic function collects configuration files, Node count, software versions, log files and other information regarding Customer's environment and use of the Cloudera Products, and reports that information to Cloudera for use to proactively identify potential support issues, to understand Customer's environment, and to enhance the usability of the Cloudera Products. While Customer may elect to change the diagnostic function in the Cloudera Software in order to disable regular automatic reporting or to report only on filing of a support ticket, Customer agrees that, no less than once per quarter, it will run the diagnostic function and report the results to Cloudera.

9.4   Assignment. Neither this Agreement nor any right or duty under this Agreement 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 Agreement, including all rights and duties under this Agreement, to any of its Affiliates, provided 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 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.

9.5   Third Party Software. Notwithstanding any terms to the contrary in this Agreement, Customer acknowledges and agrees that: (i) the Cloudera Products contain Third Party Software.

9.6   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.

9.7   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, confirmed facsimile, 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 to this Agreement or at such other address as may hereafter 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.

9.8   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, insurrection, sabotage, labor shortages or disputes, 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.

9.9   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.

9.10   Governing Law; Venue. This Agreement is made and will be governed by and construed in accordance with Federal laws.

9.11   Government Contracts.   If Customer is a unit or agency of the United States Government, the following applies: The Cloudera Software is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in Subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19 when applicable, or in Subparagraph 252.227-7013 (c)(1)(ii) of the Rights in Technical Data and Computer Software at DFARS, and in similar clauses in the NASA FAR Supplement.

9.12   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 agree that the court/board of competent jurisdiction may construe the unenforceable provision and that the parties will abide by the order of the court/board.

With respect to any Cloudera customer (a "**Customer**") that has purchased a subscription for Cloudera products ("**Cloudera Products**") pursuant to a subscription agreement (the "**Customer Agreement**"), 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 (the "**Support Services**").

1. **Definitions**

   8x5 Support" means Cloudera Support will deliver support services for 8 hours during each Business Day.

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

   "Business Hours" means 9:00 a.m. to 5:00 p.m. (Customer Local Time) on Business Days.

   "Customer Local Time" means the time zone associated with Customer's billing address unless otherwise designated by Customer in writing.

   "Support Contact" means designated Customer personnel with Cloudera Support Portal accounts and Cloudera Certifications in both Cloudera's Administration and Development courses.

   "Supported Cluster" means clusters running Cloudera Products (excluding Cloudera Online Services) subject to this Agreement.

2. General.

(i) Performance. Cloudera will perform the Support Services in a professional manner using qualified and experienced personnel.

(ii) Cooperation. Customer will cooperate in good faith with Cloudera in the performance of the Support Services including, but not limited to: (a) providing access to the Cloudera Products licensed pursuant to the Customer Agreement (and related systems); (b) providing assistance with break-fix issues related to the installation, upgrade (when and if available), and configuration of the Cloudera Products; (c) if applicable, ensuring that the Cloudera Software is configured correctly and available for data collection, cluster management and patch deployment; and (d) providing any reasonably requested assistance and information.

(iii) Support Contacts. Customer will ensure that its personnel who contact Cloudera are: (a) knowledgeable about the operation of the Cloudera Products and the hardware on which the Cloudera Products are installed; and (b) qualified and trained with respect to the Cloudera Products.

(iv) Supported Versions. Cloudera will provide support on the versions of Cloudera Products according to the Support Lifecycle Policy as set forth below.

(v) 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; or (f) training. Cloudera has no obligation to correct any problems with the Cloudera Products or any issues resulting from: (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.

3. Support.

Technical Support. Support Contact(s) may contact Cloudera technical support by opening a case via the Cloudera Support Portal to request information regarding the use, configuration or operation (a) of the Cloudera Products running on any Supported Cluster; or (b) any Cloudera Online Services. Technical support services are relegated to break/fix issues on such Cloudera Products. Technical Support services include access to the Cloudera Support Portal and Knowledge Base and response to break/fix questions pertaining to:

- Bugs (errors, incorrect output, failures, crashes)
- Misconfigurations (leading to errors, incorrect output, failures, crashes)
- Errors or lack of clarity in documentation
- Feature requests
- API bugs

Case Resolution. When a Support Contact wishes to engage Cloudera technical support, the Support Contact must contact Cloudera technical support via the Cloudera Support Portal. When reporting a problem or issue, the Support Contact must provide the following information: (a) a description of the problem; (b) the step-by-step process to reproduce the problem; (c) the error messages associated with the problem; (d) any additional data available or required as determined by Cloudera, including, but not limited to, stack traces, configuration settings and related information; and (e) information necessary to classify the priority of the problem. Support Contacts must have completed and passed the Administrator and Developer Cloudera Certification exams on the applicable version of the Cloudera Products running on the Supported Cluster. Cloudera will classify all problems in good faith according to the following priority levels:

CASE PRIORITY DEFINITIONS			
CASE PRIORITY	CLOUDERA RESPONSIBILITIES	CUSTOMER RESPONSIBILITIES	DEFINITION
P1	FOR 8x5 SUBSCRIPTION: Resources dedicated Monday through Friday during Customer's Local Business Hours until a resolution or workaround is in place. FOR 24x7 SUBSCRIPTION Resources available 24x7 until a resolution or workaround is in place.	FOR 8x5 SUBSCRIPTION: Designated resources that are available Monday through Friday during Customer's Local Business Hours. Ability to provide necessary diagnostic information. FOR 24x7 SUBSCRIPTION Designated resources available 24x7 until a resolution or workaround is in place. Ability to provide necessary diagnostic information.	Total loss or continuous instability of functionality or inability to use a feature on a production system. Development systems do not apply here. Inability to use a feature or functionality that is currently relied upon for production functionality.

P2	FOR 8x5 SUBSCRIPTION Resources available Monday through Friday during Customer's Local Business Hours until a resolution or workaround is in place. FOR 24x7 SUBSCRIPTION: Resources dedicated 24x7 until a resolution or workaround is in place.	FOR 8x5 SUBSCRIPTION Resources available Monday through Friday during Customer's Local Business Hours until a resolution or workaround is in place. Ability to provide necessary diagnostic information. FOR 24x7 SUBSCRIPTION Designated resources available 24x7 until a resolution or workaround is in place. Ability to provide necessary diagnostic information.	Performance degraded or severely limited but not causing a total loss of functionality. Inability to deploy a feature that is not currently relied upon in a production environment.
P3:	Resources available Monday through Friday during Customer's Local Business Hours until a resolution or workaround is in place.	Resources available Monday through Friday during Customer's Local Business Hours until a resolution or workaround is in place. Ability to provide necessary diagnostic information.	General questions. Workaround in place for Priority 1 and Priority 2 issues.
P4	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.	Feature requests

SUPPORT SLA	

CASE PRIORITY	INITIAL RESPONSE TARGET: 24x7 SUBSCRIPTION	UPDATE FREQUENCY TARGET: 24x7 SUBSCRIPTION
P1	Within 1 hour	Updated every 4 hours
P2	Within 2 hours	Updated every Business Day
P3	Within 8 hours	Updated every 3 Business Days
P4	Within 24 hours	N/A, feature request

CASE PRIORITY	INITIAL RESPONSE TARGET: 8x5 SUBSCRIPTION	UPDATE FREQUENCY TARGET: 8x5 SUBSCRIPTION
P1	Within 1 Business Hour	Updated every 4 Business Hours

P2	Within 2 Business Hours	Updated every Business Day
P3	Within 8 Business Hours	Updated every 3 Business Days
P4	Within 2 Business Days	N//A, feature request

PREMIUM SUPPORT		
CASE PRIORITY	INITIAL RESPONSE TARGET: 24x7 SUBSCRIPTION	UPDATE FREQUENCY TARGET: 24x7 SUBSCRIPTION
P1	15 minutes	Updated every 2 hours
P2	Within 2 hours	Updated every Business Day
P3	Within 8 hours	Updated every 3 Business Days
P4	Within 24 hours	N/A, feature request

PREMIUM ESCALATION TIMELINES	
CASE PRIORITY	ESCALATION TIMELINE 24x7 SUBSCRIPTION	ESCALATION TIMELINE 8x5 SUBSCRIPTION
P1	Within 2 hours	Within 2 Business Hours
P2	Within 12 hours	Within 12 Business Hours
P3	Within 3 days	Within 5 days
P4	N/A	N/A

If Cloudera provides a work-around that corrects the problem, the priority level of the support case will be reduced to Priority 3.

Initial response is satisfied with either an inbound Customer phone call answered, a phone call placed to Customer or a public comment to the case where Customer is also notified in writing, with an action plan on the initial steps required to begin the problem resolution process. Given the heightened urgency around Priority 1 cases, this will often include an invitation to participate in a screen share session to shorten time to problem isolation.

Cloudera Support acknowledges that Customer satisfaction is often heavily influenced by the time it takes to get to a resource capable of debugging a reported issue. To that end, Cloudera Support level one resources have skills which often include:

- Linux or Unix sys admin

- Java development skills or at a minimum ability to debug Java code

- Experience supporting large scale distributed systems

- Database experience

- Experience supporting File Systems

If a Support Contact experiences difficulties contacting Cloudera technical support, is not receiving the level of support that is expected or desires to escalate a support case beyond its current level, the Support Contact may escalate the support incident via the identified process on the Cloudera Support Portal. Support Contact may further escalate the issue to the most senior Cloudera Support executive after one additional Business Day. Advanced automatic escalation timelines for Premium Support are listed in the table above. When the timelines are met, Cloudera Support's case tracking system automatically triggers escalations to advanced resources in Cloudera Support to ensure the case has traction toward resolution.

2.   Support Lifecycle Policy (as of October 19, 2016).

The Cloudera Support Lifecycle Policy outlines the support guidelines for Cloudera products.

Product	Policy
CDH and Cloudera Manager	Starting with CDH 5 and Cloudera Manager 5, major releases are supported for three years after the General Availability (GA) of that release or one year after the GA date of the following major release (whichever is longer). Bugs and security issues are fixed in the latest minor release of all active major versions.

Current end of maintenance (EOM) dates

End of Maintenance (EOM) is the last date a particular release will be supported. This includes fixing bugs and security patches.

CDH EOM Dates

Release	Release Date	EOM Date
CDH 3	June 20, 2011	June 20, 2013
CDH 4	June 4, 2012	August 9, 2015
CDH 5	April 2, 2014	TBD (1 year after GA for CDH 6)

Cloudera Manager EOM Dates

Release	Release Date	EOM Date
Cloudera Manager 3.7	November 21, 2011	June 20, 2013
Cloudera Manager 4.0	June 4, 2012	September 1, 2014
Cloudera Manager 4.1	October 24, 2012	September 1, 2014
Cloudera Manager 4.5	February 26, 2013	August 9, 2015
Cloudera Manager 4.6	May 28, 2013	August 9, 2015
Cloudera Manager 4.7	September 5, 2013	August 9, 2015
Cloudera Manager 4.8	November 25, 2013	August 9, 2015
Cloudera Manager 5	April 2, 2014	TBD (1 year after GA for Cloudera Manager 6)

On-site upgrade assistance

There are multiple avenues for on-site upgrade assistance. The first option is to work with your Account Team to have Professional Services come on-site for a Cluster Certification Engagement to ensure that the upgrade goes smoothly and once the upgrade is completed, your workloads can be tuned to fit the new performance/stability features that are included in that release. In addition, the Solutions Architect on-site will then properly certify the cluster.

Definition of Terms

End of Maintenance (EOM) - The last date a particular release will be supported. This includes fixing bugs and security patches. Support will assist customers in updating to a release that is still supported.

Exhibit B
Professional Services Terms

For any Professional Services ordered under the Agreement, the following additional terms and conditions will apply. Except as expressly specified or amended herein, the terms and conditions of the Agreement will apply to all Services provided under this Exhibit and the applicable Statement of Work.

1. Definitions. These additional terms will have the following meanings

      1.1 "<u>Pre-Existing Property</u>" means any and all intellectual property, including 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, owned or controlled by Cloudera prior to Effective Date including but not limited to the Cloudera Products and any and all modifications thereto and derivative works thereof.

      1.2 "<u>Professional Services</u>" or "<u>Services</u>" means the design, development, operational and other professional services performed or to be performed by Cloudera under this Agreement, in accordance with an applicable statement of work ("<u>Statement of Work</u>" or "<u>SOW</u>").

      1.3 "<u>Work Product</u>" means all materials (including but not limited to drawings and documentation) delivered by Cloudera in the course of Cloudera's performance of the Professional Services that is created solely and exclusively for Customer as set forth in a Statement of Work. Work Product expressly excludes any and all: (i) Cloudera Products, including any and all modifications thereto or derivative works thereof; and (ii) ideas, processes, programs, concepts, business methods, inventions 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 Professional Services ("Cloudera IP"), provided that Cloudera IP shall never include any of Customer's Confidential Information.

2. Ownership

      2.1   <u>Statement of Work (SOW)</u>. In order for Cloudera to perform any Professional Services for Customer, the parties must each sign a Statement of Work which will incorporate the terms of the Agreement, including this Exhibit, by reference. One or more Statements of Work may be entered into by mutual written consent of the parties during the term of this Agreement. To the extent that a conflict arises between the terms of any Statement of Work and the terms of this Agreement, the terms and conditions of this Agreement will govern. All Statements of Work will include: (i) a description of the Professional Services; (ii) the estimated schedule for the performance of the Professional Services; and (iii) the fees for performance of the Professional Services specified therein.

      2.2   <u>Ownership of Pre-Existing Property</u>. As between the parties, Cloudera owns all right, title and interest in and to the Pre-Existing Property (including, all Intellectual Property Rights embodied therein).

      2.3   <u>Ownership of Work Product</u>. In the event that the performance of the Professional Services results in Work Product, all right, title and interest in the Work Product (excluding the Pre-Existing Property and the Cloudera IP) vests in Customer and 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 (excluding the Pre-Existing Property and the Cloudera IP) and

any and all Intellectual Property Rights embodied therein. Notwithstanding any terms to the contrary in the Agreement or this Exhibit, Cloudera owns all right, title and interest in and to any and all bug-fixes, extensions, improvements or enhancements to the Cloudera Products (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. Personally Identifiable Information. Subject to applicable law, in connection with the performance of the Professional Services and/or Customer's use of the Work Product: (i) Cloudera agrees that it will not require Customer to deliver to Cloudera any personally identifiable information (as defined by the National Institute of Standards and Technology) ("PII") and (ii) Customer agrees not to deliver any PII to Cloudera.

4. Professional Services Fees. The fees associated with the performance of the Professional Services will be as set forth in the Statement of Work or other ordering document applicable to such Professional Services. Cloudera or Carahsoft shall invoice Customer for reasonable and allowable travel and related expenses incurred as a result of delivering the Professional Services as indicated in the applicable Statement of Work. The Professional Services fees do not include sales, use, excise, import, export, value added or similar taxes, government permit or license fees, customs, duty, tariff and similar fees levied upon the Work Product and the provision of the Professional Services under this Agreement. All fees, taxes and expenses associated with the Professional Services will be invoiced as specified in the applicable Statement of Work or other ordering document applicable to such Professional Services.

5. Warranty; Disclaimer

5.1   Services Warranty. Cloudera represents and warrants that it will perform the Services in a professional manner and consistent with industry standards. For any Services that do not conform to this warranty, Customer must notify Cloudera within 30 days of the delivery of any non-conforming Services, and, as Cloudera's sole obligation and Customer's exclusive remedy, Cloudera will re-perform such non-conforming Services at no additional charge to Customer.

5.2   Disclaimer. EXCEPT AS PROVIDED IN THE FOREGOING, CLOUDERA MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER.

6. Indemnification Obligations. Cloudera's intellectual property infringement indemnity obligations with respect to Work Product (in the form delivered to Customer by Cloudera) will be as provided in Section 7 of the Agreement; provided, however, that for the purposes of this Exhibit B, the remedy specified in Section 7(d) will be limited to Cloudera terminating the Agreement or the Statement of Work under which such infringement occurred, and upon such termination, Customer must, at Cloudera's option, return or destroy such Work Product and any and all Pre-Existing Property, and Cloudera will provide a refund of all fees paid under the applicable Statement of Work for the infringing Work Product.

7.   **Term of Statements of Work.** Unless terminated as provided in the Agreement, each Statement of Work expires one year from the initial effective date of such Statement of Work, unless both parties

agree in writing to extend the term of the Statement of Work. Any Professional Services included in a purchase order issued by Customer expire one year from the date of such Purchase Order. For the avoidance of doubt, any subscription or licensing included in such purchase orders with Professional Services expire based on the terms related to those products and are not bound to the terms of this Section.

8.   **Background Checks.** (a) Prior to performing Services on-site for Customer in the United States, Cloudera will use commercially reasonable efforts to ensure that the United States-employed personnel who will work at a Customer site for more than one business day or have access to Customer's network shall undergo a background check in accordance with the standards set forth on Attachment 1 to Exhibit B attached hereto. (b) Prior to performing on-site Services for Customer outside of the United States, Cloudera will use commercially reasonable efforts to ensure that the non-United States personnel who will work at a Customer site for more than one business day or have access to Customer's network shall undergo a background check to include: (i) checking an international criminal database to search for criminal records at the local and/or national level, based upon the requested country's court layout; (ii) verification of highest educational degree received; and (iii) employment history for the lesser of the last three employers or the prior seven years.

9.   **Insurance.** During the term of this Agreement, Cloudera will, at its own expense, maintain insurance coverage of the kinds and with the minimum amounts as follows. Cloudera will furnish Certificates of Insurance on industry standard forms upon request but not more than once annually. All insurance policies will be written by a company with an A.M. Best Rating of A- VII or better.

Worker's Compensation	Statutory Limits
Employer's Liability	$1,000,000
General Liability	$1,000,000 per occurrence, and $2,000,000 general aggregate
Professional Liability	$1,000,000
Automobile Liability	$1,000,000 combined single limit

Attachment 1 to Exhibit B

Background Check Standards

1. Social Security verification/trace;

2. A criminal search consisting of a five-year history search for felony convictions and/or misdemeanor convictions involving dishonesty. The criminal search may include one or more national criminal database searches (COPS, NationScan or similar multi-jurisdiction search) of state and county criminal records and databases, including sex offender registries, Office of Foreign Assets Control lists, FBI most wanted fugitive lists, and wanted fugitives lists published by federal, state and local law enforcement agencies;

3. A search of U.S., foreign governments and/or international organizations terrorist watch and sanctions lists, which may include one or more of the following lists: OFAC Specialty Designated Nationals and Blocked Persons; OFAC Sanctioned Countries, including major Cities and Ports, Non-Cooperative Countries and Territories; Department of State Trade Control Debarred Parties; U.S. Bureau of Industry and Security (Unverified Entities List, Denied Entities List, Denied Persons List); FBI Most Wanted Terrorist & Seeking Information List; INTERPOL Most Wanted List; Bank of England Sanctions List; OSFI – Canadian Sanctions List; United Nations Consolidated Sanctions List; Politically Exposed Persons List; European Union Terrorism List; and World Bank Ineligible Firms;

4. Employment history verification for the lesser of the last three employers or the prior five years prior; and

5. Education verification to confirm the highest degree obtained, if any.

Exhibit C
Training Services Terms

For any Training Services ordered under the Agreement, the following additional terms and conditions will apply. Except as expressly specified or amended herein, the terms and conditions of the Agreement will apply to all Training Services provided under this Exhibit.

1.   Definitions

1.1   "Training Materials" means the PowerPoint slides and other documentation, including the training exercises provided in conjunction with any particular Training Service.

1.2   "Training Services" means one or more of the training offerings listed in Appendix 1 attached hereto, as may be updated by Cloudera from time to time.

2.   Proprietary Rights; Restrictions. All works of authorship, inventions, improvements, methods, processes, formulas, designs, techniques, and information conceived, discovered, developed or otherwise made (as necessary to establish authorship, inventorship, or ownership) by Cloudera, solely or in collaboration with others, in the course of performing the Training Services 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 under this Exhibit. In addition, Customer may not make recordings of any kind of the Training Services provided under this Exhibit. Notwithstanding the foregoing, Customer participants attending the Training Services may retain one copy of the Training Materials for personal use only.

3.   Training Services Fees. The fees associated with the performance of the Training Services will be as set forth in the Order Form or other ordering document applicable to such Training Services. The Training Service fees do not include sales, use, excise, import, export, value added or similar taxes, government permit or license fees, and customs, duty, tariff and similar fees levied upon the provision of the Training Services under this Agreement. All fees and taxes associated with the Training Services will be invoiced as specified in the applicable Order Form or other ordering document applicable to such Training Services.

4.   Warranty; Disclaimer

4.1   Training Services Warranty. Cloudera represents and warrants that it will perform the Training Services in a professional manner and consistent with industry standards. For any Training Services that do not conform to this warranty, Customer must notify Cloudera within five days of the delivery of any non-conforming Training Services, and as Cloudera's sole obligation and Customer's exclusive remedy, Cloudera will re-perform such non-conforming Training Services at no additional charge to Customer.

4.2   Disclaimer.   EXCEPT AS PROVIDED IN THE FOREGOING, CLOUDERA MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN CONNECTION WITH THE TRAINING SERVICES PROVIDED HEREUNDER.

Appendix 1: Description of Training Services

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

http://cloudera.com/content/cloudera/en/training/courses.html

Cloudera Custom Training

Training courses tailored to Customer's requirements are available at Cloudera's then-current daily rate or the rate set forth in Schedule Contract GS-35F-0119Y, as applicable, 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 or private training from Cloudera or a Cloudera-authorized training delivery partner. Training Credits may be pre-purchased in a minimum quantity of $30,000.00 USD (or equivalent), and expire 12 months from the date of purchase. 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 to be eligible for Training Credit redemption).

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 or the fee set forth in Schedule Contract GS-35F-0119Y, as applicable. More than 20 students are not allowed in any course. Any changes to the number of participants must be requested in writing no later than seventy-two (72) hours 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 contractors. Attendees who are not Customer employees or contractors will incur an additional $5,000 participation fee.

For training cancelled more than seventy-two (72) hours before the scheduled training date, there is no cancellation fee.

For training cancelled within seventy-two (72) hours of the scheduled training date, the Customer will be liable for the contracted amount of the training course.

Customers 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.

Credits are not redeemable for certification products.

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

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: (a) licenses for individual courses will be valid for a period of six (6) months from the purchase date, and (b) licenses to the OnDemand Library (which is a collection of Cloudera courses) are valid for a period of one (1) year from the purchase date. Access to the applicable video content and remote lab environment (if any) will be terminated on the expiration date of the applicable license. Fees paid for such OnDemand training are 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 six months of the purchase date. Additional public training terms and conditions can be found online at the following link: https://university.cloudera.com/legal/order_terms_and_conditions

Training Facility Rentals

Customer is responsible for providing a room and/or computers which meet the requirements listed in the following section (Cloudera Training Technical Classroom Requirements. We recommend that Customer utilize Cloudera to assist with sourcing a qualified training facility, as we have established relationships with vendors who are familiar with our course requirements. The estimated daily rental rates will be as follows:

- All 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 <u>NOT</u> guaranteed. Some locations may not be offered directly through Cloudera but can be sourced as a "partner venue." Such rates may exceed the above amounts. 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 apply 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 set-up requirements for Cloudera standard courses can be found at the following link:

https://university.cloudera.com/technical_classroom_requirements

Custom Courses

Custom courses are built from our existing courses. For system requirements, please use the largest values from the courses included in the materials making up your custom course. If you have any questions, please e-mail training-admin@cloudera.com for assistance.

Important Note: If the custom course includes portions of Cloudera Administrator Training for Apache Hadoop, additional requirements apply regarding Internet access or extra RAM on student machines as listed in the Administrator set-up requirements page: https://university.cloudera.com/technical_classroom_requirements_administrator

For any Cloudera Online Services ordered under the Agreement, the following additional terms and conditions will apply. Except as expressly specified or amended herein, the terms and conditions of the Agreement will apply to all Cloudera Online Services provided under this Exhibit.

1. Definitions. These additional terms will have the following meanings:

1.1   "**Account Information**" means information about Customer that Customer provides to Cloudera in connection with the creation or administration of a Customer Account (as defined below). For example, Account Information includes names, usernames, phone numbers, email addresses and billing information associated with the Customer Account.

1.2   "**Customer Data**" means any of Customer's originating data that might be stored in nodes and accessed by Cloudera's software or other third-party software.

1.3   "**Data Policy**" means the attached Cloudera Data Policy (Attachment 1 to Exhibit D).

1.4   "**End User**" means any individual or entity authorized by Customer that directly or indirectly through another user: (a) accesses or uses Transaction Data; or (b) otherwise accesses or uses the Cloudera Products and Services under a Customer Account.

1.5   "**Personal Data**" means data that can identify an individual or that is associated with the identity of an individual.

1.6   "**Privacy Policy**" means the attached Privacy Policy Attachment 2 to Exhibit D.

1.2   "**Transaction Data**" means all data that is (i) input into Cloudera Products and Services by Customer or any End User, (ii) generated by Cloudera's systems as a result of Customer's or its End Users' use of the Cloudera Products and Services, or (iii) data that is generated for troubleshooting and diagnostics, in each case that is transmitted to Cloudera. Transaction Data does not include Customer Data.

2. Use of the Cloudera Online Services

2.1   **Generally**. Customer and any End User may access and use the Cloudera Online Services only in accordance with the terms set forth on this Exhibit. Customer and each End User will adhere to: (i) all laws, rules, and regulations applicable to Transaction Data and such use of the Cloudera Online Services; and (ii) the terms of the Data Policy (Attachment 1 to Exhibit D).

2.2   **Customer Account**. To access the Cloudera Online Services, Customer must create a Cloudera account associated with a valid e-mail address (a "**Customer Account**"). Customer may only create one account per email address. Customer is responsible for maintaining the confidentiality of the Account Information, and Customer is responsible for all activities that occur under the Customer Account, regardless of whether the activities are undertaken by Customer, an End User, Customer's employees or a third party (including Customer's contractors or agents). Except to the extent caused by Cloudera's breach of this Agreement, Cloudera and its Affiliates are not responsible for unauthorized access to the Customer Account. Customer will contact Cloudera immediately if Customer believes an unauthorized

third party may be using the Customer Account or if Customer's Account Information is lost or stolen. Customer may terminate the Customer Account at any time (subject to Section 9 of the Agreement).

3. Transaction Data

3.1   **Security**. Cloudera will maintain commercially reasonable administrative, physical and technical safeguards designed for the protection, confidentiality and integrity of all Transaction Data.

3.2   **Data Policy**. All Transaction Data will be handled in accordance with the provisions set forth in the Data Policy. Transaction Data shall not be considered "Confidential Information" as defined in the Agreement, and instead shall be governed by the confidentiality and non-use provisions set forth in the Data Policy.

3.3   **Account Information**. Cloudera will only use Customer's Account Information in accordance with the Privacy Policy and/or Data Policy, and Customer hereby consents to such usage. The Privacy Policy does not apply to Transaction Data.

3.4   **Ownership**. As between Cloudera and Customer, Customer or its licensors own all right, title, and interest in and to the Transaction Data. Cloudera obtains no ownership rights under this Agreement from Customer or its licensors to any Transaction Data, including any related Intellectual Property Rights.

3.5   **Rights to Use Transaction Data**. In order for Cloudera to provide the Cloudera Online Services, Customer grants to Cloudera certain rights with respect to the Transaction Data, including but not limited to the right to: (i) transmit, store and copy the Transaction Data in order to display the Transaction Data to Customer and its End Users; and (ii) make backups of the Transaction Data in order to prevent data loss. Customer grants Cloudera the rights to use the Transaction Data as set forth in the Data Policy.

4.   **Additional Restrictions**. Customer agrees not to upload, post or otherwise transmit via the Cloudera Online Services any Transaction Data that: (a) is inaccurate, harmful, obscene, pornographic, defamatory, racist, violent, offensive, harassing, or otherwise objectionable to Cloudera in its sole discretion or to other users of the Cloudera Online Services; (b) includes unauthorized disclosure of Personal Data or other confidential information; (c) violates or infringes any third party Intellectual Property Rights; or (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. Customer further agrees that Customer will not use the Cloudera Online Services to: (a) transmit spam, bulk or unsolicited communications; (b) pretend to be Cloudera or someone else, or spoof Cloudera's or someone else's identity; (c) forge headers or otherwise manipulate identifiers (including URLs) in order to disguise the origin of any Transaction Data transmitted through the Cloudera Online Services; (d) misrepresent Customer's affiliation with a person or entity; (e) disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to use the Cloudera Online Services; (f) engage in activities that would violate any fiduciary relationship, any applicable local, state, national or international law, or any regulations having the force of law, including but not limited to attempting to compromise the security of any networked account or site, stalking, or making threats of harm; or (g) collect or store Personal Data about other users unless specifically authorized by such users. By providing Transaction Data, Customer represents and warrants that Customer owns or otherwise possesses all Intellectual Property Rights and other rights necessary to provide such Transaction Data and to permit others to make use of such Transaction Data. Cloudera reserves the right to edit or remove Transaction Data that violates these terms.

5. **End Users**.

5.1   **Generally**. Customer will be deemed to have taken any action that Customer permits, assists or facilitates any person or entity to take related to this Agreement, the Customer Account, or use of the Cloudera Products and Services. Customer is responsible for End Users' use of Transaction Data, the Customer Account, and the Cloudera Online Services. Customer is further solely responsible for monitoring and controlling which End Users have access to the Transaction Data. Customer will ensure that all End Users comply with Customer's obligations under this Agreement and that the terms of Customer's agreement with each End User are consistent with this Agreement. If Customer becomes aware of any violation of Customer's obligations under this Agreement by an End User, Customer will immediately terminate such End User's access to the Customer Account and the Cloudera Online Services.

6. **Availability**. The availability of the Cloudera Online Services is subject to the service-specific terms set forth in the Data Policy.

This Data Policy (the "Policy") describes Cloudera's policy for handling, storing, and otherwise treating certain types of data of Cloudera's customers (each, a "Customer"), including data associated with individual users and employees of Customer organizations, in each case pursuant to a Customer Agreement (as defined below). "Cloudera" means Cloudera, Inc. and its subsidiaries and affiliates. *Additional policies that apply to specific Cloudera Products and Services can be found at the end of this Policy, in the section entitled "Service-Specific Terms."*

OVERVIEW

Cloudera collects information that a Customer or other data sources send to Cloudera as part of such Customer's use of Cloudera Products and Services. This data is addressed in three categories, "Transaction Data", "Account Data" and "Personal Data", each as defined below.

TRANSACTION DATA AND ACCOUNT DATA

Security

Cloudera understands the sensitive nature of the data that Customer or Customer's organization may provide while using Cloudera Products and Services. Cloudera will maintain commercially reasonable administrative, physical and technical safeguards designed for the protection, confidentiality and integrity of Customer's Transaction Data and Account Data.

Data Use by Cloudera

Access. Cloudera places strict controls over its employees' access to Customer's Transaction Data and Account Data that resides in the Cloudera Products and Services, and is committed to ensuring that Customer's Transaction Data and Account Data is not used by anyone who should not have access to it. The operation of the Cloudera Products and Services requires that some employees have access to Customer systems which store and process Customer's Transaction Data and Account Data. For example, in order to diagnose a problem Customer is having with Cloudera Products and Services, the Cloudera support team may need to access Customer's Transaction Data. These employees are prohibited from using these permissions to view Customer's Transaction Data unless it is necessary to do so.

Ownership. As between Cloudera and Customer, Customer or its licensors own all right, title, and interest in and to the Transaction Data and Account Data. Cloudera obtains no ownership rights under this Agreement from Customer or its licensors to any Transaction Data or Account Data.

Use of Transaction Data. Cloudera will treat Transaction Data as confidential and will use it only to: (i) facilitate operation of the Cloudera Products and Services; (ii) enhance the use of the Cloudera Products and Services and its related web pages; (iii) perform internal tracking to improve Cloudera Products and Services; (iv) analyze the extent to which Customers use Cloudera Products and Services; (v) enable Cloudera to contact its Customers; (vi) process, bill and invoice Customer's transactions for Cloudera Products and Services usage; (vii) make backups in order to prevent data loss; and (viii) comply with the law or a binding order of a governmental body.   This permission includes allowing us to use third-party service providers in the operation and administration of Cloudera Products and Services and the rights granted to us are extended to these third parties to the degree necessary in order for Cloudera Products and Services to be provided. The Privacy Policy does not apply to Transaction Data.

Use of Account Data. Cloudera will only use Account Data in accordance with the Privacy Policy, and Customer consents to such usage.

Feedback. If any Customer users provide Cloudera with any feedback, support tickets, reported defects, usability enhancements, feature requests or suggestions regarding Cloudera Products and Services,

Customer grants Cloudera an unlimited, irrevocable, perpetual, free license to use any such feedback or suggestions for any purpose without any obligation to Customer.

Retention of Transaction Data and Account Data

Data collected by Cloudera as part of diagnostic bundles will be retained for a period of 12 months. All other Transaction Data and Account Data may be retained no longer than as permitted by governing law, but in no event longer than for the life of the related Cloudera product + 10 years.

Incident Management and Response

In the event of a security breach involving Cloudera Products and Services, Cloudera will promptly notify each affected Customer of any unauthorized access to any of such Customer's Transaction Data or Account Data that was stored in Cloudera Products and Services. Cloudera has internal incident management procedures in place to handle such an event.

Product Security Practices

New features, functionality, and design changes go through a security review process facilitated by Cloudera's security team. The security team works closely with development teams to resolve any additional security concerns that may arise during development.

PERSONAL DATA

Cloudera's current Privacy Policy is incorporated into this document and includes important terms regarding Cloudera's handling of Personal Data. The sections above relating to Incident Management and Response and Product Security Practices also apply to Personal Data.

CUSTOMER RESPONSIBILITIES

Customer Account and Account Data

To access certain Cloudera Online Services, Customer may be asked to create a Cloudera account associated with a valid e-mail address (a "Customer Account"). Customer may only create one account per email address. Customer is responsible for: (i) maintaining the confidentiality of the Account Data, (ii) monitoring and controlling which end users have access to the Customer Account; and (iii) all activities that occur under the Customer Account, regardless of whether the activities are undertaken by Customer, Customer's employees or a third party (including Customer's contractors or agents). Except to the extent caused by Cloudera's breach of this Data Policy, Cloudera and its Affiliates are not responsible for unauthorized access to the Customer Account. Customer will contact Cloudera immediately if Customer believes an unauthorized third party may be using the Customer Account or if Customer's Account Information is lost or stolen.

Acceptable Use

Customer must not: (i) use, or encourage, promote, facilitate or instruct others to use, Cloudera Products and Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive; (ii) use Cloudera Products and Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device; (iii) make network connections to any users, hosts, or networks unless Customer has permission to communicate with them; (iv) use Cloudera Products and Services to transmit spam, bulk or unsolicited communications; or (v) use Cloudera Products and Services to collect and store personally identifiable information about any person unless specifically authorized by such person.

Transaction Data, Account Data and Personal Data

Customer is solely responsible for the creation, operation and maintenance of Transaction Data, Account Data and Personal Data. For example, Customer is solely responsible for:

- the technical operation of Cloudera Products and Services, including ensuring that calls Customer makes to any Cloudera Online Service are compatible with then-current APIs for that Cloudera Online Service;
- compliance with the Acceptable Use provisions herein;

- compliance with all applicable laws;
- any claims relating to Transaction Data, Account Data and Personal Data;
- anonymizing data to the extent Customer deems it reasonable or prudent to do so; and
- properly handling and processing notices sent to Customer (or any of its affiliates) by any person claiming Customer's data violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act.

Customer agrees that its Transactional Data, Account Data and Personal Data will not include information regulated under the International Traffic in Arms Regulations (U.S. government regulations addressing defense-related articles and services).

Customer agrees not to upload, post or otherwise transmit to Cloudera any Transaction Data that: (a) is inaccurate, harmful, obscene, pornographic, defamatory, racist, violent, offensive, harassing, or otherwise objectionable; (b) includes unauthorized disclosure of personally identifiable information or other confidential information; (c) violates or infringes any third party intellectual property rights; or (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. Cloudera reserves the right to edit or remove Transaction Data that violates this Policy.

By providing Transaction Data, Customer represents and warrants to Cloudera that Customer owns or otherwise possesses all intellectual property rights and other rights necessary to provide such Transaction Data and to permit others to make use of such Transaction Data.

Security and Backup

Customer is responsible for taking its own steps to maintain appropriate security, protection and backup of Transactional Data, Account Data and Personal Data, which may include the use of encryption technology or anonymization to protect such data from unauthorized access.

Customer Data

Cloudera Products and Services do not store or process any Customer Data. Customer Data is either located on a third-party hosting site or on Customer's own servers and it does not reside in the Cloudera Products and Services. As such, Cloudera has no liabilities or obligations with respect to Customer Data under this Data Policy.

DEFINITIONS

"Account Data" means information about Customer that Customer provides to Cloudera in connection with the creation or administration of its Cloudera account. For example, Account Data includes names, user names, phone numbers, email addresses and billing information associated with Customer's Cloudera account.

"Cloudera Products and Services" means any of Cloudera's products and software to which Customer may have subscribed under the terms of a Customer Agreement, including but not limited to Cloudera Manager, Cloudera Enterprise, Cloudera Live, Cloudera Express, Cloudera Director, any Cloudera Online Services, any trial software, and any software related to the foregoing.

"Customer Agreement" means the separate agreement between Customer and Cloudera governing Customer's use of the Cloudera Products and Services.

"Customer Data" means any of Customer's originating data that might be stored in nodes and accessed by Cloudera's software or other third-party software.

"Personal Data" means data that can identify an individual or that is associated with the identity of an individual.

"Privacy Policy" means the privacy policy identified as Attachment 2 to Exhibit D, currently referenced at http://www.cloudera.com/legal/policies.html#privacy, as it may be updated by Cloudera from time to time.

"Transaction Data" means all data that is (i) input into Cloudera Products and Services by Customer or its end users, (ii) generated by Cloudera's systems as a result of Customer's or its end users' use of the

Cloudera Products and Services, or (iii) data that is generated for troubleshooting and diagnostics, in each case that is transmitted to Cloudera. Transaction Data does not include Customer Data.

In the event of a conflict between this Policy and the terms of the applicable Customer Agreement, the terms and conditions of this Policy apply, but only to the extent of such conflict.

SERVICE-SPECIFIC TERMS

Cloudera Navigator Optimizer

Data Use. Cloudera's Navigator Optimizer service ("Optimizer") does not collect or store any Personal Data or Customer Data. Optimizer may collect and/or store certain types of Transaction Data such as Customer's queries or workload information ("Optimizer Data"). While Optimizer Data is confidential information and will be protected pursuant to the provisions in this policy that apply to Transaction Data, Optimizer is not a database of record for the storage of Optimizer Data. Retention of this Optimizer Data is not Cloudera's responsibility.

Availability. Cloudera is committed to making Optimizer a highly-available service that Customers can count on. To the extent feasible, Cloudera's infrastructure runs on systems that are fault-tolerant, for failures of individual servers. Cloudera's operations team tests disaster-recovery measures regularly and staffs a team to quickly resolve unexpected incidents. However, at this time Cloudera makes no uptime or availability guarantees with respect to Optimizer or retention of Optimizer Data.

Cloudera will host Optimizer only in the United States.

Last Updated: September 27, 2016

This Privacy Policy explains how information about you is collected, used and disclosed by Cloudera, Inc. ("Cloudera", "We", "Us" or "Our"). This Privacy Policy applies to information we collect when you use our website www.cloudera.com and Cloudera's products and services (collectively, the "Services"). This Privacy Policy also describes the choices available to you regarding the use of, your access to, and how to update and correct your personal information.

The use of information collected through our service shall be limited to the purpose of providing the service for which the Client has engaged Cloudera.

EU – U.S. Privacy Shield

Cloudera participates in and has certified its compliance with the EU – U.S. Privacy Shield Framework. Cloudera is committed to subjecting all personal data received from European Union (EU) member countries, in reliance on the Privacy Shield Framework (the "Framework"), to the Framework's applicable Principles. To learn more about the Privacy Shield Framework, visit the U.S. Department of Commerce's Privacy Shield List. https://www.privacyshield.gov/list

Cloudera is responsible for the processing of personal data it receives, under the Privacy Shield Framework, and subsequently transfers to a third party acting as an agent on its behalf. Cloudera complies with the Privacy Shield Principles for all onward transfers of personal data from the EU, including the onward transfer liability provisions.

With respect to personal data received or transferred pursuant to the Privacy Shield Framework, Cloudera is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, Cloudera may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider (free of charge) at https://feedback-form.truste.com/watchdog/request.

Under certain conditions, more fully described on the Privacy Shield website https://www.privacyshield.gov/article?id=How-to-Submit-a-Complaint, you may invoke binding arbitration when other dispute resolution procedures have been exhausted.

U.S. – Swiss Safe Harbor

Cloudera complies with U.S. - Swiss Safe Harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal data from Switzerland. Cloudera has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice,

onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view Cloudera's certification, please visit https://safeharbor.export.gov/swisslist.aspx.

We may change this Privacy Policy from time to time. If we make material changes, we will notify Carahsoft Technology Corporation who is responsible for notifying the GSA Contracting Officer assigned to Schedule Contract GS-35F-0119Y. We encourage you to review the Privacy Policy whenever you access the Services to stay informed about our information practices and the ways you can help protect your privacy.

Collection of information

Information you provide to us

We collect information you provide directly to us. For example, we collect information when you create an account, use the Services, fill out a form, request customer support or otherwise communicate with us. The types of information we may collect include your email address, postal address and other contact or identifying information you choose to provide.

Information we collect automatically when you use the services

When you access or use our Services, we automatically collect information about you, including:

- Log information: We log information about your use of the Services, including the type of browser you use, internet service provider, clickstream data, date/time stamp, pages and files viewed on our site (e.g., HTML pages, graphics, etc.), your IP address and the page you visited before navigating to our Services.

- Device information: We collect information about the computer or mobile device you use to access our Services, including the hardware model, operating system and version, unique device identifiers and mobile network information.

- Information collected by cookies and other tracking Technologies: We and our partners use cookies or similar technologies to collect information, analyze trends, administer the website, track users' movements around the website, and to gather demographic information about our user base as a whole. For more information about cookies and how to disable them, please see "Your Information Choices" below.

Information we collect from other sources

With written consent, we may conduct background checks on our potential employees. If we do, the only information that we append is the result (pass or fail) of that background check. This helps us to evaluate potential candidates for employment. We don't append personal information on results of the background check.

Use of information

We use information about you for various purposes, including to:

- Provide, maintain and improve our Services;

- Provide and deliver the products and services you request, process transactions, and to send you related information, including confirmations and invoices;

- Send you technical notices, updates, security alerts and support and administrative messages;

- Respond to your comments, questions and requests and provide customer service;

- Assist with the development of our Services and other purposes related to Cloudera's business;

- Monitor and analyze trends, usage and activities in connection with our Services; and

- Process and deliver contest entries and rewards.

By accessing and using the Services, you consent to the processing and transfer of your information in and to the United States and other countries.

Sharing of information

We may share personal information about you as follows:

- With third party vendors, consultants and other service providers who need access to your information to carry out work on our behalf such as providing product and service functionality, customer service, billing and invoicing, and conducting research and analysis; these companies are authorized to use your personal information only as necessary to provide these services to us.

- If we believe disclosure is reasonably necessary to comply with any applicable law, regulation, legal process or governmental request; to enforce applicable user agreements or policies, including our Terms of Use; and to protect Cloudera, our users or the public from harm or illegal activities;

- 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, you will be notified via email and/or a prominent notice on our website, of any change in ownership, uses of your personal information, and choices you may have regarding your personal information; and

- With your consent, including if we notify you through our Services that the information you provide will be shared in a particular manner and you provide such information.

We may also share aggregated or de-identified information, which cannot reasonably be used to identify you.

Frames

Some of our pages utilize framing techniques to serve content to/from our partners while preserving the look and feel of our website. Please be aware that you are providing your personal information to these third parties and not to www.cloudera.com.

Third-party analytics

We allow third parties to serve advertisements on our behalf across the Internet and to provide analytics services. These third parties may use cookies, web beacons and other technologies to collect information about your use of the Services and other websites, including your IP address, web browser, pages viewed, time spent on pages, links clicked and conversion information. This information may be used by Cloudera and 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 the Services. If you wish to opt out of interest-based advertising click here (or if located in the European Union click here). Please note you will continue to receive generic ads.

Specifically, Cloudera uses an integrated version of Google Analytics. You may opt out from Google Analytics by use the Google's Ads Preferences Manager. We also encourage you to use the Google Analytics opt-out browser add-on.

Security

Cloudera takes reasonable measures to help protect personal information from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction. We follow generally accepted standards to protect the personal information submitted to us, both during transmission and once it is received. If you have any questions about the security of your personal information, you can contact us at info@cloudera.com.

Information Related to Data Collected through the Services

Information Related to Data Collected for our Clients:

- Cloudera collects information under the direction of its Clients, and has no direct relationship with the individuals whose personal data it processes. If you are a customer of one of our Clients and would no longer like to be contacted by one of our Clients that use our service, please contact the Client that you interact with directly. We may transfer personal information to companies that help us provide our service. Transfers to subsequent third parties are covered by the service agreements with our Clients.

Access and Retention of Data Controlled by our Clients:

- Cloudera acknowledges that you have the right to access your personal data. Cloudera has no direct relationship with the individuals whose personal data it processes. An individual who seeks access, or who seeks to correct, amend, or delete inaccurate data should direct his query to the Cloudera's Client (the data controller). If requested to remove data we will respond within a reasonable timeframe.

- We will retain personal data we process on behalf of our Clients for as long as needed to provide services to our Client. Cloudera will retain this personal information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Your information choices

Account Information

Upon request Cloudera will provide you with information about whether we hold any of your personal information. You may update, correct or delete information about you at any time by emailing us at info@cloudera.com. If you wish to delete or suspend your account, please email us at info@cloudera.com, but note that we may retain certain information as required by law or for legitimate business purposes. Also, if you have become aware that a profile has been created about you without your consent or knowledge, you may contact us at info@cloudera.com to request deletion of that said account. We may also retain cached or archived copies of your information for a certain period of time. We will respond to your request within a reasonable timeframe.

Cookies

Most web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove or reject browser cookies. Please note that if you choose to remove or reject cookies, this could affect the availability and functionality of our Services.

Promotional communications

We will periodically send you free newsletters and e-mails that directly promote the use of our site or the purchase of our products or services. When you receive newsletters or promotional communications from us, you may indicate a preference to stop receiving further communications from us – you will have the opportunity to "opt-out" by following the unsubscribe instructions provided in the e-mail you receive or by contacting us directly. Should you decide to opt-out of receiving future mailings, we may share your e-mail address with third parties to ensure that you do not receive further communications from third parties. Despite your indicated e-mail preferences, we may send you notices of any updates to our Terms of Service or Privacy Policy.

Blog

Our website offers publicly accessible blogs or community forums. You should be aware that any information you provide in these areas may be read, collected, and used by others who access them. To request removal of your personal information from our blog or community forum, contact us at info@cloudera.com. In some cases, we may not be able to remove your personal information, in which case we will let you know if we are unable to do so and why.

Testimonials

We display personal testimonials of satisfied customers on our website in addition to other endorsements. With your consent, we may post your testimonial along with your name. If you wish to update or delete your testimonial, you can contact us at info@cloudera.com.

Links to Third Party Sites

Our website includes links to other websites whose privacy practices may differ from those of Cloudera. If you submit personal information to any of those websites, your information is governed by their privacy policies. We encourage you to carefully read the privacy policy of any website you visit.

If you have opted-in to receive e-mail communications from a Third Party Company and later wish to discontinue receipt of these e-mails, please contact the Third Party Company directly to update your preferences. The privacy policies of our Third Party Companies may apply to the use and disclosure of your Personal Data that we collect and disclose to such Third Party Companies. Because we do not control the privacy practices of our Third Party Companies, you should read and understand their privacy policies.

Public Member Directory

We will list you in our publicly accessible member directory. If you wish to request removal of your information from our directory, you can contact us at info@cloudera.com.

Public Profiles

The profile you create on our website will be publically accessible unless otherwise indicated. You may change the privacy settings of your profile through your account portal.

Social Media Widgets

Our website includes social media features, such as the Facebook button or interactive mini-programs that run on our website. These Features may collect your Internet protocol address, which page you are visiting on our website, and 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 website. Your interactions with these features are governed by the privacy policy of the company providing it.

Single Sign-On

You can apply for a job opening using sign-in services such as LinkedIn or an Open ID provider. These services will authenticate your identity, provide you the option to share certain personal information (such as your name and email address) with us, and to pre-populate our application form. Services like LinkedIn give you the option to post information about your activities on this website to your profile page to share with others within your network.

Your California privacy rights

California law permits residents of California to request certain details about how their information is shared with third parties for direct marketing purposes. However, under the law, a business is not required to provide this information if it permits California residents to opt into, or opt out of, this type of sharing. Cloudera qualifies for this alternative option. To opt out of having your information shared with third parties for direct marketing purposes, please insert description of opt out mechanism. If you are a California resident and would like to make such a request, please contact us at info@cloudera.com or 1-888-789-1488.

Contact us

If you have any questions about this Privacy Policy, please contact us using the information below:

Cloudera, Inc.
1001 Page Mill Road, Building 3
Palo Alto, CA 94304

info@cloudera.com

1-888-789-1488.