

Private Exchange Terms

Overview

These Private Exchange Terms provide the terms and conditions (also called the “**Agreement**”) under which Databricks agrees to provide Customer access to Listing Features (which are a subset of functionality otherwise available as part of the Databricks Marketplace) to create Private Listings, each to supply its Products to an identified specific Consumer. Capitalized terms used in this Agreement are defined below. We may periodically update this Agreement with at least 15-days prior written notification to you.

Authorizations & Responsibilities

Authorizations

During the Term, you may use the Listing Features to:

- publish Consumer-specific Private Listing(s) offering each targeted Consumer access to the Datasets and/or Data Assets (e.g. Products) specified in its Private Listing; and
- guide and enable such Consumer to separately Transact with you, in order to sample, trial, subscribe to, and license such Products.

Customer Responsibilities – Generally

Marketplace Policies & Marketplace Documentation

Your use of the Listing Features must comply with Databricks’ then-current Marketplace Policies and Marketplace Documentation. References in such materials to “Provider” or “partner” or the like will be deemed to refer to Customer.

Products and Consumer Relations

- Products. If Customer makes available any Dataset or Data Asset in connection with a Private Listing, then as between Customer and Databricks, Customer is solely responsible for the legality of such content or items, including accuracy, completeness, and compliance with relevant regulations regarding export and privacy or data protection. Customer warrants and represents that it has all necessary rights, permissions, and consents (including the provision of any necessary notices) to provide the Products to Consumers for the purposes contemplated under this Agreement. Databricks has no responsibility or liability for Customer’s Products.
- Consumer inquiries regarding Products (Questions, Support, Claims and Disputes). As between Customer and Databricks, Customer is solely responsible for rendering any support or assistance regarding Products to Consumers, including furnishing information. Any Consumer inquiries regarding Products (including inquiries regarding content, errors, quality, or refunds) will be redirected to the Customer for handling. Customer will assure its contact information in the

Private Listing Information is accurate, complete, and kept current, to be reasonably available to Consumers for all such inquiries and such requests. Further, Customer is solely responsible to handle any and all Consumer claims and disputes relating to the Products it privately Lists and/or furnishes. Databricks will make reasonable efforts to promptly refer any such inquiries to the Customer, of which Databricks becomes separately aware.

- Customer Compliance with Applicable Law; Business Ethics. Customer warrants and represents that it will comply with all applicable laws in connection with its use of the Listing Features, its Transactions, and its provision of Products. In connection with its use of the Listing Features and in the course of related Transactions, Customer shall not disclose or reveal Sensitive Personal Data to Consumers. If any Personal Data is included within a Customer's Products, Customer represents and warrants that it complies with all applicable Data Protection Laws, including that Customer (i) collects, discloses, transfers, and maintains the Personal Data in accordance with such laws (e.g., obtaining any required consents), and (ii) enters into any legally required terms with Consumers before a Transaction. Customer shall at all times conduct activities in a professional manner and comply with Databricks' Code of Conduct applicable to third parties at <http://databricks.com/legal/third-party-coc>.
- Private Listings. You are solely responsible for assuring your Private Listing(s) are comprised of accurate, complete, and current information, and for confirming and validating the production-readiness of your Private Listing(s). You may update or remove a Private Listing, including associated Product(s) subject to this Agreement and the Marketplace Policies. You are responsible for ensuring the removal of any Product(s) is consistent with your obligations to the relevant Consumers.
- Takedown Requests and Infringement Claims. If applicable, and as necessary to comply with applicable law, Customer will promptly handle any requests to remove Products or other Customer content from the Private Listings and elsewhere under this Agreement, where based on claims of violations of applicable third party rights including Personal Data, intellectual property rights including copyright or trademark, or other notices of alleged infringement or illegality relating to the Customer's Products in connection with the Private Listing(s), and will promptly notify Databricks of any such requests or notices.
- Databricks Mitigation. Customer acknowledges that, to mitigate risk to Databricks, Customer, Consumers and/or third parties, Databricks reserves the right to decline to post Private Listing(s) or Products, or to modify Private Listing(s), or to remove Private Listing(s) and/or Product(s), or to limit, suspend, or terminate Customer's access to or use of the Listing Features, if Databricks determines that Customer is violating the Agreement, or misusing the Databricks Lakehouse services, or otherwise creating detrimental legal, reputational, or regulatory risks in connection with Customer's use of the Marketplace. In such cases, Databricks will make commercially-reasonable efforts to give Customer prior written notice and opportunity to cure, before removing Private Listing(s), Product(s), or affecting Customer's Listing Features access (unless, in Databricks' opinion, giving such notice would be detrimental to Databricks, Customer, Consumers, and/or third parties, or is restricted by applicable law or court order, or the issue is not reasonably capable of being cured). In any event, however, Databricks has no obligation to review, deny, monitor, or otherwise control the information Customer furnishes in Private Listings or Products, or to monitor Customer's compliance with this Agreement. No third party shall rely on this or other provisions of the Agreement to create a private right of action for enforcement of this Agreement.

Consumer Personal Data and Customer Privacy Policy

Consumer Personal Data

In connection with its use of the Listing Features, Customer (including its Affiliates supporting Customer's use of the Listing Features) may receive access to Personal Data of Consumers in connection with such Consumers' discovery, exploration, sampling, trial, and/or subscription to the Product(s). Customer agrees that it, and all third parties and Affiliates (if/as applicable) who are

provided or otherwise process the Personal Data, shall only use the Personal Data for Transactions (or other marketing communications concerning the Products, if Customer has obtained all other required Consumer consents for such additional use). In any case, Customer's use or transfer of such Personal Data shall be in accordance with Customer's public-facing privacy policy/notice(s), and applicable Data Protection Law.

Customer Privacy Policy

Customer shall provide Databricks a link to Customer's Privacy Policy, and shall use commercially reasonable efforts to ensure such link remains publicly-available, up-to-date, and operational throughout the Term of Customer's participation in posting Private Listings. A link to Customer's Privacy Policy is included within the Private Listing where Consumer Personal Data is collected by or on behalf of Customer in connection with a Transaction.

Product Lifecycle

Previews

Databricks may in its sole discretion offer Customer access to Previews of the Listing Features and/or optional updates. Participation is not obligatory. Use of Previews is without any warranty, and is solely for Customer's internal evaluation purposes. If Customer elects to participate in a Preview, Customer will not use Previews to process Personal Data, or other data that is subject to any compliance or legal requirements. The invitation to participate in a Preview may include the communication of additional and overriding written terms that Customer agrees to by acknowledging the additional terms (email accepted) and/or by participating in the Preview. Databricks may change or discontinue Previews at any time without notice, and may use any Feedback that Customer elects to share, in a manner consistent with this Agreement. Any non-public information concerning a Preview is Databricks Confidential Information.

Updates

If Databricks implements updates to the Listing Features (including bug fixes, error corrections, enhancements, and new features or options), such updates will be deemed subject to this Agreement.

Listing Features Usage Data

Databricks may collect and use operations and usage data in connection with Customer's use of the Listing Features, including metadata and information about Customer's use and evaluation of Previews, to develop, improve, support, and operate the Listing Features, Marketplace, and Databricks products and services.

Support

By Customer

You are responsible for providing Consumers any and all technical assistance and support in connection with your Products and your delivery of such Products.

By Databricks

We provide Support for the Databricks Lakehouse to organizations who have separately purchased Databricks Support. (This includes organizations who are Consumers, or you as a Customer). As between Databricks and Customer, we will have sole responsibility for the maintenance of the Listing Features (for clarity, this excludes responsibility for maintaining Customer Materials or your Products).

Licenses and Ownership

Products

The Products you Privately List are owned by you and/or your licensors, and are protected under applicable laws of the United States and other jurisdictions.

Private Listing Content

You own Customer Materials, or you have all necessary rights and consents to supply and use Customer Materials in the manner contemplated under this Agreement. For clarity, Customer Materials includes Customer Marks, and any text, images, videos and other content, including linked or referenced Materials you supply for inclusion in or through a Private Listing. Subject to the Agreement, you grant Databricks a worldwide, royalty-free, non-exclusive right and authorization to process, display, modify, and make available such Private Listing content solely in connection with, operating, improving the Listing Features and/or Marketplace, and performing our obligations under this Agreement, (including displaying your Private Listing information via a tile in the Marketplace as described above).

Marketplace

The Marketplace is owned by Databricks and its licensors, and is protected under applicable laws of the United States and other jurisdictions.

For clarity –

- the Marketplace includes all text, images, videos and other content (including linked or referenced Materials not supplied by you, your Affiliates or representatives) but excludes your Customer Materials, your Customer Marks, and the Products you Privately List. Databricks hereby grants Customer a limited, non-transferable, non-sublicenseable and non-exclusive license to access and use the Listing Features subject to this Agreement.
- Also – it shall not be deemed a violation of this provision for Customer's Affiliates to access and use the Listing Features on Customer's behalf solely to enable and support Customer's participation in use of the Listing Features.

Some Additional Terms

Subcontracting; Affiliates. Either Party may use subcontractors and other third-party entity/ies (including Affiliates) in connection with the performance of its activities under this Agreement as it deems appropriate, provided that each Party remains responsible for the performance of each such subcontractor, Affiliate, or third-party entity.

Databricks Warranty. Databricks warrants (to Customer only) that the Listing Features will function in substantial conformity with the Marketplace Documentation. Except as expressly set forth in the preceding sentence, the Listing Features and Marketplace is provided on an as-is and as-available basis, and Databricks disclaims any representations or warranties of any kind, implied or expressed with respect thereto, including warranties of fitness for particular purpose, or merchantability. Databricks does not represent or warrant that access to the Listing Features will be uninterrupted or error-free, or that the Listing Features, Marketplace Documentation, or Marketplace Policies will be correct or complete.

Customer Warranty and Disclaimer. Customer warrants (to Databricks only) that it has appropriate and sufficient rights to market, offer, share, and transmit the Customer Marks, Customer Materials, and the Products (and to authorize Databricks' activities in connection with supporting the foregoing) in connection with the Private Listings as contemplated by this Agreement. Except as expressly set forth in the preceding sentence, the Customer Marks and Products are provided on an as-is and as-available basis, and Customer disclaims any representations or warranties of any kind, implied or expressed with respect thereto, including warranties of fitness for particular purpose, or merchantability. Customer does not represent or warrant that access to Products will be uninterrupted or error-free, or that the data supplied in Products will be correct or complete.

Term and Termination

The effective duration (“**Term**”) of this Agreement shall be ongoing from the date of acceptance, unless terminated earlier in accordance with the following termination provisions. Either party may terminate this Agreement for convenience (by giving 30 days’ prior written notice), or immediately if for the other party’s material breach.

Upon the effective date of termination,

- Customer will remove its Private Listing(s) and cease use of the Listing Features.
- Customer may not enter into any agreement with a new Consumer that relies upon Customer’s use of the Marketplace.
- Customer will continue to allow Consumers’ continued use of purchased Products until the expiration or termination of the Consumer’s subscription under the Customer/Consumer Terms.
- All provisions of the Agreement that should reasonably survive during the termination notice period, or for a reasonable period thereafter to facilitate the orderly disposition of our relationship, to support minimizing disruption of Consumers, and to avoid reputational damage to either organization, shall continue to apply.

Collaborative Wind-Down. Databricks may need reasonable time (which may be up to 60 days) to disable and remove any embedded Customer branding visible within the Marketplace (e.g. tiles bearing Customer’s name/logo and those of its Product(s)). During such removal period the parties will continue to collaborate to enable such transition, and to minimize impact on any Consumers or reputational damage to either organization.

Agreements

Customer/Databricks Agreement – for Customer’s Listing Features use

This Agreement governs Customer’s use of the Listing Features. The Listing Features and Marketplace are not part of the Databricks Lakehouse product, however, your use of the Listing Features and execution under Private Listings requires you to subscribe to and use certain features of Databricks Platform functionality (e.g., the Databricks Delta Sharing feature) to share certain Products with Consumers. The Marketplace Policies, Marketplace Documentation, and the Agreement govern in that order of precedence, if there is a conflict by and among such documents in connection with Customer’s use of the Listing Features and related interactions with the Marketplace.

Customer/Licensing Entity Customer Agreement – for use of the Databricks Lakehouse product

Your “**Customer Agreement**” (as further defined in the Definitions section of this Agreement) is your separate agreement (with either Databricks or Microsoft, whichever is your Licensing Entity), governing your use of the Databricks Lakehouse and related charges accruing from your use. If you have any claims concerning the Databricks Lakehouse, and/or your or others’ use of it, you will raise any such claims with your Licensing Entity, under your Customer Agreement, rather than under this Agreement.

Customer/Consumer Terms – Regarding Customer’s Products

You are solely responsible for establishing “**Customer/Consumer Terms**”, e.g. terms between you and Consumers that you deem appropriate for such Consumers’ access, sampling, trial, use, subscription, and/or licensing of your Products, or to support other Transactions you enter into with Consumers. Customer covenants that Customer/Consumer Terms will (1) explicitly state that such agreement is between Customer and the Consumer, (2) state that Customer is solely responsible for the Products including any warranties, support, or disputes relating thereto, and (3) at minimum comply with legal and privacy requirements applicable to the Products in question, including requirements prohibiting

the reverse-engineering of de-identified Personal Data. Databricks is not a party to or responsible under your Customer/Consumer Terms, and disclaims all liability arising from or related to such agreements. Customer acknowledges that Customer is solely responsible to enforce the Customer/Consumer Terms under which Consumers access Products, and Databricks has no obligation to monitor, limit or enforce such Consumers' use.

Databricks/Consumer Marketplace Terms – Regarding Consumer’s Marketplace Use

To access and make requests related to your Private Listings, Consumers will require access to the Marketplace and to accept the “**Databricks/Consumer Marketplace Terms**”, e.g. terms between Databricks and Consumers concerning their access and use of the Marketplace, available at <https://www.databricks.com/legal/Marketplace-Consumer-Terms>. Databricks does not include grant rights or make commitments regarding use of Customer’s Products, and Customer is not a third party beneficiary of the Databricks/Consumer Marketplace Terms.

Additional Definitions

Confidential Information	A party's non-public information, know-how, or trade secrets that (a) the disclosing party designates as being confidential (either at the time of disclosure or in writing within 30 days of disclosure), or (b) given the nature of the disclosure or circumstances surrounding the disclosure, the receiving party should treat as confidential, and (c) which is disclosed by a party to the receiving party, or to any of the other's Affiliates, employees, contractors, agents and advisors.
Consumer	The party (or parties) identified by you to discover, explore, and/or accesses Products via the Private Listing.
Customer	The entity accepting this Agreement (also referred to as "you", "your", or "Customer" in this Agreement), who publishes a Private Listing using the Listing Features, and makes available to Consumers the Products described in the Private Listing.
Customer Agreement	The separate agreement between Customer and its Licensing Entity, governing Customer's use of the Databricks Lakehouse. In the absence of such agreement, the Databricks standard terms of service apply (as found at https://www.databricks.com/legal/mcsa).
Customer/Consumer Terms	The contractual terms and conditions between Customer and a Consumer concerning Products, such as terms for the sampling and/or trial of and/or subscription to Products.
Customer Marks	Your Marks (e.g. company name and logo, and/or Product name(s) and logo(s)), in the form(s) you specify to Databricks.
Customer Materials	The content you make available for your Private Listing, your published content, logos and other branding materials, sales tools, and other resources concerning your Company or solutions that you may provide to Databricks for usage in the Marketplace, but excluding your Confidential Information.
Customer's Privacy Policy	Customer's publicly-available privacy policy/notice(s).
Databricks	Databricks, Inc., (also referred to as "we", "us", or "our")
Databricks/Consumer Marketplace Terms	As defined in the provision entitled "Agreements", above
Databricks Lakehouse	Databricks' industry-leading data and AI lakehouse platform, provided as software-as-a-service, excluding any professional services or support. Databricks Lakehouse includes both Databricks platform services (licensed and sold by Databricks) and Databricks "powered" services (such as Azure).

Databricks Marks	Our Marks (e.g. company name and logo, and/or Databricks Solution name(s) and logo(s)), in the form(s) we specify to you.
Data Protection Laws	Means data protection and privacy laws and regulations applicable to each party in its provision of services, including but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of Personal Data and the free movement of that data (“GDPR) and the California Consumer Privacy Act of 2018 (Cal. Civ. Code § 1798.100, et seq.), as may be amended, superseded, or replaced from time to time.
Feedback	If you choose to offer feedback to Databricks, you hereby grant Databricks a perpetual, irrevocable, non-exclusive, worldwide, fully-paid, sub-licensable, assignable license to incorporate into the Databricks Services or otherwise use any feedback Databricks receives from you solely to improve Databricks products and services, provided that such feedback is used in a manner that is not attributable to you. You also irrevocably waive in favor of Databricks any moral rights which you may have in such feedback pursuant to applicable copyright law. Databricks acknowledges that any feedback is provided on an “as-is” basis with no warranties of any kind.
Licensing Entity	The party to your Customer Agreement who grants you use of the Databricks Lakehouse (e.g., either Databricks, or Microsoft Azure).
Listing Features	The subset of Marketplace functionality which Databricks provides Customer access to under this Agreement, for purposes of creating Private Listings.
Marketplace	The Databricks Solution offered by Databricks and described in the Marketplace Documentation.
Marketplace Documentation	The then-current technical documentation, process requirements, and usage guides for the Listing Features, made available at http://docs.databricks.com/ (or Databricks-indicated successor URL).
Marketplace Policies	The then-current policies applicable to Customer’s use of the Listing Features available at http://docs.databricks.com/ (or Databricks-indicated successor URL)
Personal Data	Any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified directly or indirectly by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
Preview	A pre-general-availability release of the Marketplace or its features (including beta or other preview version).

Private Listing

The Product information which Customer makes available via the Listing Features to a single identified Consumer, which may include item title, description, any applicable metadata, Customer's name, trademarks, branding, Customer's privacy policy/ies, and terms of use for its Products, and the like. To "**Privately List**" is the act of creating and posting a Private Listing.

Products

When used in this Program Overview, **Products** of Customer mean, together, either or both of the following included in Customer's Private Listing(s), as the context indicates:

- **Datasets** means the information, data sets and other content posted, collected, transmitted or otherwise provided or made available to Consumers or Databricks by or on behalf of Customer (including by its Authorized User) in connection with Customer's participation in the Program, its Private Listing(s), and/or Customer's other use of the Marketplace.
- **Data Assets** means various tools, code, or information (other than Datasets) that enable Consumers to manipulate, process, and gain insights or other value from Datasets. Examples of Data Assets may include notebooks (for Consumers who may use such notebooks with the Databricks Lakehouse), or other code or tools (such as machine learning models and dashboards) that work with Datasets separately from the Databricks Lakehouse.

Sensitive Personal Data

Personal Data that is not publicly available and includes or reveals any of the following: Social Security number, driver's license, state identification card, tax identification number, passport number, military identification number, or other unique identification number issued on a government document commonly used to verify the identity of a specific individual; account log-in, financial account, debit card or credit card number in combination with any required security or access code, password, or credentials allowing access to an account; economic position; consumer reports (as defined under the Fair Credit Reporting Act); precise geolocation; contents of mail, email, and text messages; racial or ethnic origin, political opinions, religious or philosophical beliefs, or citizenship or immigration status; trade union membership; genetic data; biometric data, such as a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry; health or medical data; health insurance information; data concerning a natural person's sex life or sexual orientation; or Personal Data of children under 16 years of age; and (ii) any similar terms defined under data protection laws, such as 'sensitive personal data' or 'sensitive personally identifiable information'.

Term

The effective duration of this Agreement, as defined in the provision entitled "*Term and Termination*" above.

Transaction

An interaction between Customer and Consumer in connection with the Marketplace, for the sampling, trial, access to and/or purchase of Products.