Databricks Partner Program Terms and Conditions

These Databricks Partner Program Terms and Conditions ("**Terms**") are entered into between Databricks, Inc. and/or its subsidiaries or corporate Affiliates ("**Databricks**", "**we**", "**us**", or "**our**") and you, the company or the legal entity you represent ("**Company**", "**Partner**", "**you**", or "**your**"). These Terms apply to your and your Company's participation in the Databricks Partner Network (our "**Partner Network**" or "**DPN**", formerly also called our "**Partner Program**") and interactions with our Partner Portal. By applying for membership in our Partner Network, or to any Program, or by engaging with us on any Offer, you represent that you have the legal authority to enter into this Agreement and the relevant Additional Terms on your Company's behalf. Please note that Databricks reserves the right to change the Databricks entity participating in this Agreement or a given Program or Offer, by notice to you as described in this Agreement.

1. **Overview.** The Databricks Partner Network consists of various "**Programs**" (meaning, structured business relationships with defined Requirements, Benefits and terms), and "**Offers**" (incentives and offers) as further defined in Additional Terms agreed to between you and Databricks.

a. **Additional Terms** are documents referencing these Terms, including Databricks-published Program Overviews and Addenda. The Additional Terms for a Program or Offer may provide different and additional definitions, Requirements and/or Benefits (as defined below) that apply to that Program or Offer. Additional Terms may be presented to and accepted by you through various means such as: by online acceptance; by the electronic or manual execution of a mutual written agreement between us; or by your taking a requested action to indicate acceptance.

b. **Components of the Partner Program Agreement**. These Terms, together with any such Additional Terms which you and we may agree to, comprise the "**Agreement**" or "**Partner Program Agreement**" relating to a specific Program or Offer. Capitalized terms used in these Terms, if not defined when first used, are defined in the Additional Definitions section of this Agreement, and will be interpreted and applied singularly or as a plural, as the context indicates. For purposes of a given Program or Offer, the Additional Terms will govern, if there is a conflict between these Terms and the Additional Terms.

2. **Benefits and Requirements**.

a. Membership in the Databricks Partner Network provides eligible partner organizations access to the following "**Benefits**", in consideration of satisfying "**Requirements**" (meaning, eligibility conditions), all as more particularly described in the relevant Additional Terms:

   ● the opportunity to participate in Programs and Offers;

   ● access to certain Databricks Materials, as well as in certain circumstances,

   ● access to Databricks Solutions to enhance your organization's knowledge, technical capability, and collaboration opportunities.

b. Membership in the Databricks Partner Network may be an eligibility requirement to participate in other activities and relationships with Databricks, such as resale, or delivery of Databricks training or other services, but membership does not by itself authorize you to resell or hold yourself out as authorized to deliver Databricks Solutions.

3. **Partner Portal; Profile**. Databricks may use our Partner Portal to administer the Databricks Partner Network, for communications regarding the DPN, Programs, Offers, and to manage your participation in any of them.

a. As part of your DPN membership, we may give you access credentials to establish a Company account on our Partner Portal with the ability to designate Registered Users. Your "**Registered Users**" are personnel of your Company or permitted Affiliates with whom you provide or assign access credentials to your Partner Portal account and resources. Except to the extent we are at fault, you are responsible for all activity under your Partner Portal account, and will notify Databricks immediately if the security of your Partner Portal access credentials are compromised, or if a Registered User ceases to be an employee or otherwise authorized by you as a Registered User.

b. If our Partner Portal allows you to post, submit, or publish a "**Profile**" then by submitting a Profile, you grant us the right to use, reproduce, display, distribute and otherwise disclose your Profile to third parties for purposes relating to the DPN; any information you provide in your Profile will be truthful and accurate; we may suspend display of, or remove your Profile, if we reasonably deem it necessary; and, we may disclose your Profile information to law enforcement pursuant to lawful process.

c. You give us permission to communicate with you and your Registered Users to give you information about and to administer the DPN and to send you other information we think may be of interest to you including (for example) sending promotional information about Databricks Solutions, and information about events and training opportunities; to give you Databricks Materials intended to help you deliver services and value concerning Databricks Solutions; invite you to participate in surveys and research

4. <u>**Affiliates**</u>. The Additional Terms for certain Programs and/or Offers may expressly allow your Affiliate(s) engagement in Databricks Partner Network activities under your membership. If you involve or permit your Affiliate(s)' participation including (as an example only) their accessing your Company's account on the Partner Portal, providing or exchanging information with Databricks, performing activities on your behalf to satisfy Requirements, requesting and receiving Benefits under a Program or Offer, and the like, then you will be deemed to be responsible for such Affiliate(s)' compliance and activities as if they were you.

5. <u>**Intellectual Property.**</u> These permissions may be modified or overridden by the relevant Additional Terms or other separate agreement between us:

a. **License to Databricks Materials / Partner Materials**. If under a Program or Offer we provide you Databricks Materials or you provide us Partner Materials (the parties' respective "**Materials**") then the party providing its Materials grants to the other a non-exclusive, worldwide, royalty-free, revocable license to reproduce, publish, distribute such Materials internally, and to current or prospective Joint Customers, solely in connection with promoting the solutions of the providing party, and furthering the parties' collaboration under (and during the term of) the relevant Program or Offer.

Any use of a party's logos and/or brand names can only be used to accurately reference its solutions, the nature and status of the partnership arrangement between our organizations, in partnership lists on websites, in distributed marketing materials, and in presentations, during the term of such Program or Offer. Any other use by Partner of Databricks Materials, or use by Databricks of Partner Materials, will require prior written approval (which would not be unreasonably withheld or delayed). This license grant is non-sublicensable.

b. **Proprietary rights**. These Terms do not otherwise grant either party any right, title, interest, or license in or to any of the other party's trademarks, trade names, trade dress, or logos (collectively, "**Marks**") included in Materials it provides, except as set forth above. When referencing the Marks of the other, each of us must (1) refrain from use that is likely to cause confusion about our relationship or ownership of products/solutions; (2) comply with each other's branding / usage guidelines relating to the Marks; (3) promptly correct any misuse upon notice from the party that is the owner of the Mark in question. Any use of a party's logos and/or brand names can only be used to accurately reference its solutions, and the nature and status of any partnership arrangement between our organizations. Such use may be in partnership lists on websites, in distributed marketing materials, and in presentations. Any goodwill generated by the use of a party's Marks will inure solely to the benefit of such party. Each of us may revoke these permissions for the other party to use its Marks at any time by giving the other 30 days prior written notice. As between the parties, each party owns and retains all right, title, or interest in and to its own respective intellectual and other proprietary rights, and neither party grants such rights to the other party except as expressly granted in the Agreement. Neither party will remove any copyright, trademark, patent, or similar notices from the other party's materials.

c. **Open Source Materials and License**. Notwithstanding anything to the contrary in this Agreement, if we provide you access to any Open Source Materials you agree such items are not Databricks Materials and are not licensed by Databricks. (By way of example, if Databricks provides you access to a 'partner account' on any Saas-based Databricks Solution for demo / test / training purposes under a Program, certain components of that platform may include Open Source Materials). Open Source Materials are subject to the relevant Open Source License, for which Databricks takes no responsibility or liability. Similarly, any trademarks pertaining to Open Source Materials (such as references to Apache) are not Databricks Marks and are not included in the Marks we license to you under this Agreement. It is your responsibility to understand and comply with the terms of use separately published by the owners of such Open Source Materials trademarks.

6. **Mutual Confidentiality.** The parties will treat all confidential information exchanged between the parties under this Agreement in accordance with the separate nondisclosure agreement ("**NDA**") executed by the parties, if any. If no separate NDA is in effect, the following provisions apply to the parties' exchange of confidential information:

a. "**Confidential Information**" means 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.

b. Neither party will disclose the other party's Confidential Information to any third party except as permitted in this Section 6. The receiving party will not be liable for disclosure of information which: (i) it already knew without an obligation to maintain the information as confidential; (ii) it received from a third party without breach of an obligation of confidentiality owed to the other party; (iii) it independently developed; or (iv) becomes publicly known through no wrongful act of the receiving party. The receiving party may disclose the other's Confidential Information to its Affiliates, and to the employees, contractor, advisor or consultants of the receiving party and its Affiliates. The receiving party remains responsible for any unauthorized use or disclosure. These disclosures may be made only on a need-to-know basis, subject to the obligations of this Section 6. The receiving party is responsible for its compliance with this Section 6 by all to whom it discloses such Confidential Information. If either party is required by a court order or other laws to disclose the other party's Confidential Information, prior to disclosure, the disclosing party must seek the highest level of protection available and give the other party reasonable prior notice when possible to allow it to seek a protective order. Except as permitted above or required by applicable law, neither party will disclose the other party's Confidential Information for five years after receiving it. The five-year time period does not apply if applicable law requires a longer period of protection nor does this period apply to Personal Data.

c. For clarity - this Section 6 protects Confidential Information shared in the context of our business relationship. However, if we provide you access to a Saas-based Databricks Solution ("**Platform**") as a Benefit under a Program or Offer, this Section 6 does not apply to the sharing of any **Platform Data**, meaning data processed by or made accessible through such Platform. Databricks products have specific separate terms governing their use, so the Additional Terms for access and use of the Platform will supply the relevant confidentiality provisions specific to Platform and Platform Data.

7. **Data Protection and Privacy**.

a. Each party will comply with Data Protection Law (as defined below) applicable to it in the provision of its services. Without limiting the foregoing, each party will:

- establish procedures for managing and responding to any communication from a Customer seeking to exercise its rights under Data Protection Law;

- provide reasonable assistance to the other in responding to any requests, investigation, consultation, or claims from a Customer, regulator, or supervisory authority concerning Data Protection Law, with respect to information that the such party provided to the other;

- take appropriate security measures that are required by Data Protection Law, and in accordance with industry practice relating to data security;

As used in this Agreement,

- "**Data Protection Law**" means data protection and privacy laws and regulations applicable to each party in its provision of services, including 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).

- "**Personal Data**" means 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.

b. **Privacy Policy**. You are notified of Databricks Privacy Policy, available at https://databricks.com/privacy (or such other address as we may publish or otherwise communicate to you), and that Databricks, Inc. together with its subsidiaries and Affiliates is a global organization headquartered in the United States, and the Personal Data you provide us will be transferred to the United States, and shared with Affiliates of the Databricks group worldwide, with actual or potential Customers of Databricks solutions, and with service providers that operate on our behalf. In the event of a conflict between this Section 7 (Privacy and Data Protection) and Section 6 (Mutual Confidentiality), the Section that offers greater protection for Personal Data will apply.

c. **Leads.** Without limiting Section 7.a. above, under this Agreement or a Program, you may provide third party information (including prospective sales /co-selling opportunities (each, a "**Lead**") to Databricks which may include Personal Data such as Customer contact information. By sharing any Lead information with Databricks, you represent that you shall:

 (i) have the necessary consents or other legal basis for you to share the Leads with Databricks and its Affiliates, and for Databricks and its Affiliates to process and use the Leads for the purposes described in the Databricks Privacy Policy. As reasonably requested, you will provide evidence of such consent or legal basis.

 (ii) limit the amount of Personal Data shared to that is reasonably necessary in order for the parties to accomplish the agreed business purpose of the disclosure, including without limitation, joint promotion of the parties' products and services, co-selling opportunities, etc.

 (iii) If you provide Leads to Databricks, Databricks may use the Leads for the purpose of marketing and selling Databricks products and services in connection with your products and services.

d. The parties agree that they will not "sell" (as such term is defined under applicable law) Personal Data received from the other party, or otherwise exploit such Personal Data (except as expressly permitted by the applicable privacy policy). Each party shall be deemed an independent controller (or business or such other similar term under applicable law) with respect to Personal Data shared as a Lead under this Agreement.

e. **Events**. Databricks may collaborate with you to co-host event(s), intended to market and promote our respective products and/or partnership. In its participation in co-hosted events Partner will comply with the then-current Databricks Marketing Guidelines, posted on the Partner Portal or otherwise indicated to Partner, including requirements concerning appropriate disclosure of privacy policies and securing consent of registrants/attendees.

8. **Legal Compliance & Business Integrity Principles**

a. **Compliance with Laws; Anti-Corruption; Code of Conduct.** In connection with this Agreement, each Party shall ensure that it and its Affiliates, including the officers, directors, and employees and any other person or entity acting on its and its Affiliates' behalf will: (1) comply with applicable laws, including environmental laws and Anti-Corruption Laws (defined below), and shall not directly or indirectly offer or give money or anything of value to any person that has the purpose or effect of public, commercial or other bribery, or acceptance of or acquiescence in extortion, kickbacks, anti-competitive or other corrupt behavior, or other unlawful or improper means of obtaining or retaining business or improper advantage; and (2) at all times conduct activities relating to this Agreement in a professional manner and comply with its own Code of Conduct or Code of Business Ethics (or, if you or anyone acting for you does not have a Code of Code of Conduct that covers anti-bribery or an anti-bribery policy, you will comply with Databricks' Code of Conduct applicable to partners, which prohibits the payment of bribes to anyone, for any reason); (3) not engage in any practices that are inconsistent with global standards and legislation surrounding human rights, modern slavery, human trafficking, and child labor; and (4) keep accurate books and records sufficient to fairly and accurately demonstrate the activities and transactions occurring in relation to this Agreement. Additionally, Partner shall not engage in any deceptive, misleading, illegal or unethical marketing or other activities that may be detrimental to Databricks, its Offerings, Customers, or the public, nor intentionally submit inaccurate or falsified information to Databricks.

b. **Trade Sanctions & Export Controls.** In connection with this Agreement, each Party shall comply with the export controls and trade sanctions laws, rules, and regulations of the United States and other jurisdictions. As applicable, you will not permit access to or use of any Databricks Services in any country where such access or use is embargoed or prohibited, nor access to the Partner Portal by Registered Users in such a location. Each Party represents it is not owned directly or indirectly by persons whose aggregated interest in such Party is 50% or more and who are named on any governmental or quasi-governmental denied party or debarment list relevant to this Agreement.

c. **No Affiliation with Government Officials**. You represent and warrant that to the best of your knowledge, (and except as you may have separately notified Databricks Legal and received written acknowledgement), (1) no significant (>5%) ownership interest in your Company, direct or indirect, is held or controlled by or for the benefit of a Government Entity; and (2) at a minimum, no person who is or will be involved in any activities under this Agreement, is a Government Entity or a close family member..

d. **Cooperation**. You will cooperate with reasonable requests by Databricks for additional information needed to identify the purpose and details of transactions and expenses under this Agreement and will maintain internal processes appropriate for your business and adequate to detect non-compliance with the provisions of this Section 8. You will promptly notify Databricks if you become aware of noncompliance with this Section 8 (unless prohibited by law or regulatory order).   If we request, you will certify in writing as to your and your representatives' compliance with this Section 8, and if requested will reasonably cooperate with an audit by Databricks to verify compliance with this Agreement, such as facilitating our access to relevant personnel and non-privileged records and information. Databricks shall conduct any such audits at its own cost and expense, except that you will reimburse Databricks for all reasonable costs and expenses associated with an audit where we discover you have underpaid Databricks by $2,000 or more, or that you failed to comply with this Section 8.

9. Disclaimers

THE INFORMATION PRESENTED ON OR THROUGH THE PARTNER PORTAL IS MADE AVAILABLE SOLELY FOR GENERAL INFORMATION PURPOSES. WE DO NOT WARRANT THE ACCURACY, COMPLETENESS OR USEFULNESS OF THIS INFORMATION. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS STRICTLY AT YOUR OWN RISK.

EXCEPT AS MAY BE EXPLICITLY OTHERWISE STATED IN ADDITIONAL TERMS, WE DISCLAIM AS FOLLOWS: WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON PARTNER PORTAL MATERIALS OR LEAD INFORMATION, BY YOU OR ANY OTHER PERSON OR ENTITY, OR BY ANYONE WHO MAY BE INFORMED OF ANY OF ITS CONTENTS. FURTHER, THE DPN, DATABRICKS MATERIALS, DATABRICKS SOLUTIONS, AND ANY BENEFITS OR OTHER MATERIALS THAT WE MAY OFFER THROUGH THE DPN ARE PROVIDED "AS-IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE DPN, DATABRICKS MATERIALS, DATABRICKS SOLUTIONS, AND ANY BENEFITS OR OTHER MATERIALS THAT WE MAY OFFER THROUGH THE DPN, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, ANY WARRANTIES THAT THE DATABRICKS MATERIALS OR DATABRICKS SOLUTIONS WILL BE ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

10. Limitation of Liability

a. EXCEPT FOR EXCLUDED CLAIMS, AS DEFINED BELOW, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, REVENUE, GOOD WILL AND/OR PROFITS) ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, WHETHER YOU HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WHETHER APPLICATION OF THE EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE.

b. EXCEPT FOR EXCLUDED CLAIMS, TO THE FULLEST EXTENT ALLOWED BY LAW, EACH PARTY'S AGGREGATE LIABILITY ARISING IN CONNECTION WITH THESE TERMS AND THE DNS WILL BE LIMITED TO THE GREATER OF (1) THE AMOUNT PAID BY A PARTY AND ITS AFFILIATES TO THE OTHER PARTY AND ITS AFFILIATES UNDER THIS AGREEMENT DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE, OR (2) $5,000.

c. THE LIMITATIONS IN SECTION 10.A AND 10.B DO NOT APPLY TO LIABILITY ARISING OUT OF (1) SECTION 6 (MUTUAL CONFIDENTIALITY); (2) CLAIMS FOR NON-PAYMENT, FRAUD, GROSS NEGLIGENCE OR VIOLATIONS OF INTELLECTUAL PROPERTY RIGHTS; (3) PARTNER'S BREACH OF SECTION 7 (DATA PROTECTION AND PRIVACY); OR (4) AN EXPRESS INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT (COLLECTIVELY, "EXCLUDED CLAIMS").

11. **Indemnification**

a. **By Partner.** You will indemnify, defend and hold harmless Databricks Indemnitees against any damages, costs and expenses (including reasonable attorneys fees) arising from Third-Party Claims (defined below). If there is an adverse final judgment against Databricks Indemnitees (or settlement that we provide consent to, where our consent is required) resulting from any Third-Party Claims, you will pay it for us. We will promptly notify you in writing of any Third-Party Claim, specify the nature of the Third-Party Claim and the relief the third party seeks. We will give you reasonable assistance in defending the Third-Party Claim. At our option and cost, we may participate in the defense and settlement of any Third-Party Claims covered by this section. If we decide to participate in the defense of a Third-Party Claim, you and we will work together in good faith to reach decisions about defending the Third-Party Claim. You must have our written consent before settling any Third-Party Claim to the extent it imposes any obligation or penalty upon Databricks Indemnitees (beyond besides settlements for money payments that you will make). We will not unreasonably withhold our consent.

b. **By Databricks**. Databricks will defend you (and pay damages, costs and expenses (including reasonable attorneys fees)) arising from a lawsuit in which a third-party claims that a Program or Databricks Materials or Databricks Solution supplied to you under this Agreement infringes the third party's copyright, trademark or patent rights or misappropriates the third party's trade secrets. If there is an adverse final judgment (or settlement that you provide consent to, where your consent is required) from the lawsuit, we will pay it for you. The third party may not be one of your Affiliates. Our obligations to indemnify you are subject to the following conditions: (i) you must promptly notify us in writing of the claim; (ii) we will have sole control over defense or settlement of the claim; and (iii) you will provide us with reasonable assistance in the defense of the claim. Our obligations to defend and pay a patent claim will be limited to patent claims where the Databricks Solution alone, without combination or modification, constitutes direct or contributory infringement of the patent. We are not liable for any claim under this Section 11.b to the extent that the claim or adverse final judgment is based on: (i) your unauthorized use or alteration of any Databricks Materials or Databricks Marks; (ii) your combination of a Databricks Solution with any non-Databricks product, data or business process; (iii) Open Source Materials.

12. **Incentives from Databricks.** The additional provisions of this Section 12 apply in the event of Benefit payments from us to you (also called, "**Incentives**" or "**Incentive Payments**") under this Agreement.

a. **Restrictions**. If we request, you must provide us with complete and accurate information concerning your Affiliates with whom you conduct Databricks-related business. You are not entitled to Incentive Payments in connection with a customer that is your Affiliate. If you receive any Incentive Payments as a result of a transaction with such a customer, you will promptly notify Databricks and arrange to return or offset such payments against future Incentive Payments. Incentives are intended for the named partner Company, and may not be used by your employees for their personal benefit.

b. **Eligibility Criteria**. In addition to eligibility criteria set forth as Requirements in Additional Terms, eligibility criteria for all Programs and Offers include: avoiding fraudulent or deceptive activities in connection with earning Incentives; providing complete and accurate evidence in connection with earning Incentives or Benefits; fully cooperating with our anti-corruption program, including timely submission of all requested documents and completion of questionnaires. If we find you no longer meet the eligibility criteria associated with a Program or Offer, we will notify you and you will have 30 days to remedy any lapse in eligibility (or such longer time we may state in our notice). If you fail to remedy the lapse in eligibility within 30 days, your eligibility will be suspended and you will not be entitled to participate in the applicable Program or Offer. You may regain eligibility by demonstrating compliance with applicable eligibility criteria to Databricks' reasonable satisfaction, and we will notify you when your eligibility status is restored.

13. **Business with Government Entities.** If you accept Incentives or other Benefits under this Agreement to support business, projects, services, or other transactions or interactions involving a Government Entity, the following additional requirements apply:

a. If you will engage Subcontractors for such Customer relationship in connection with Databricks and/or this Agreement with the Government Entity, you will (i) conduct an appropriate level of due diligence to ensure such Subcontractor has not taken and will not take any actions which would subject Databricks or its Affiliates to any liability under applicable laws, (ii) procure such Subcontractor's written agreement to comply with such laws; and (iii) if requested by Databricks, provide opportunity for Databricks to conduct such due diligence on such Subcontractor as it deems necessary.

b. As between Databricks and Partner, Partner is responsible for ensuring that Partner's receipt and use of Benefits is lawful, ethical, and permissible under the applicable Anti-Corruption Laws and government procurement laws, rules, regulations, and contract requirements including those pertaining to discounts, rebates, and disclosure of Benefits.

c. If Benefits are in the form of funding (other than program referral fees), the approved funding must offset the customer's costs for the approved activity, such as your professional services fees, and you will not retain or use any of the funding as additional compensation or margin and must pass the full value of the funding to the customer as a discount or rebate for the work performed under the funded activity. You shall never use any funding (including referral fees) from Databricks in any way to benefit individual government personnel, including to provide travel, lodging, gifts, or other value.

14. **Taxes and Payments**

a. **Taxes**. Neither party is liable for any taxes the other is legally obligated to pay, including but not limited to net income or gross receipts taxes, franchise taxes, and property taxes, which relate to any transactions contemplated under this Agreement. Each party will pay to the other any sales, use or value added taxes it owes due to entering into the Agreement and which the law requires be collected from it by the other party. Neither party will collect taxes covered by a valid exemption certificate provided by the other. Each party agrees to indemnify, defend and hold the other party harmless from any taxes or claims, causes of action, costs (including, without limitation, reasonable attorneys' fees) and any other liabilities related to the indemnifying party's tax obligations. If the law requires that taxes be withheld from any payments from one party to the other, such amounts will be withheld and paid to the appropriate taxing authority. The party that withholds such taxes will secure and deliver to the other party an official receipt for those withholdings and other documents reasonably requested by the other party in order to claim a foreign tax credit or refund. The parties will use reasonable efforts to minimize any taxes withheld to the extent allowed by law.

b. **Payments from Databricks**. Terms regarding payments we may pay you, such as Benefit payments, vary by Program or Offer and are included in the applicable Additional Terms. We may apply additional rules and policies for calculation and compliance, and other requirements for earning, billing and receiving Benefit payments, which may be further described or referenced in the applicable Additional Terms or process documents we supply in connection with such Benefit.

- For clarity, notwithstanding Section 14.a above, and except as may be otherwise provided in the applicable Additional Terms, the payments you receive from Databricks include any tax that is applicable. It is your sole responsibility to pay all taxes related to payments you receive from us. All payments are in U.S. dollars using a method we support and communicate to you. If requested, you will provide us current information to enable receipt of payments from us. Payments are made to the named Partner entity and not to individuals.

- If we overpay you, we may recover such overpayment from you by deducting amounts from future Benefit payments. Also, if you do not comply with the Terms or Additional Terms or fail to act in good faith in trying to earn Incentive payments, we reserve the right to cancel, reduce or withhold Incentive payments relating to such non-compliance. In such cases, we will provide you with written notice of our decision to take these actions and its basis.

15. **Term and Termination**

a. **Term; Termination.** The term of this Agreement commences when you accept this Agreement and continues until terminated. Individual Programs and Offers may have distinct durations as established in the applicable Additional Terms. Either party may terminate this Agreement (in whole or in part):

- by giving 30 days' prior written notice; or

- immediately if a party breaches or defaults in its obligations under Sections 6 (Mutual Confidentiality), 7 (Data Protection and Privacy), or 8 (Legal Compliance and Business Integrity Principles), 13 (Business with Government Entities), or if there is an "**Incurable Breach**" (meaning any breach or default of this Agreement where a timely remedy is not feasible under the circumstances), or for a Party's infringement of the other Party's intellectual property rights.

b. **Effect of Termination.** Upon termination of this Agreement

- your enrollment will end in the relevant Program(s) indicated in our notice of termination, and any sums you owe Databricks under a Program will become immediately due and payable; and

- all related licenses granted by you or by us under the relevant Additional Term(s) and/or this Agreement will be terminated and each of us will immediately cease use of all related Materials; and each of us will immediately stop identifying or holding ourselves out as a partner of the other with respect to relevant terminated Program(s) (or at all, where the termination is of the whole Agreement).

- Except as otherwise provided in this Agreement and the Additional Terms, all provisions of this Agreement which by their nature should reasonably survive, shall survive, including Sections 1, 8-11, 14 - 17 of these Terms, will survive termination.

- Note that the Additional Terms for a Program may provide different or additional overriding details around the logistics of effecting termination, such as may be required for orderly wind-down in the case of solution integrations and the like.

16. <u>Miscellaneous</u>

a. **Communication**.

(i)   Databricks may communicate with you via the email address, phone number, or physical address we have on record for you or through the Partner Portal.

(ii) For day to day matters, you may correspond with Databricks Partner Program Operations at partnerops@databricks.com.

(iii) Notices to Databricks of a legal nature must be sent to Databricks, Inc. at 160 Spear Street, Suite 1500, San Francisco, CA 94105, U.S.A. to the attention of "Databricks Legal/General Counsel" plus emailed to legal@databricks.com. If we change our address / contact information we will update you by publishing changes on the Partner Portal or otherwise communicating with you.

b. **Feedback**. Either of us may choose to give the other suggestions or other feedback on the other's products and services ("**Feedback**"). A party receiving the other's Feedback may use it for any purpose without obligation of any kind, except that the receiving party will not disclose the source of the Feedback without consent. The provider of the Feedback also irrevocably waives in favor of the other party, any moral rights which the provider may have in such Feedback pursuant to applicable copyright law. The recipient acknowledges that any Feedback is provided on an "as-is" basis with no warranties of any kind.

c. **No Guarantees or Misrepresentations**. Neither Party will make any guarantees or representation about the other Party's products and services that are inconsistent with that contained such Party's own materials about its product / service. Neither party will represent that it has been authorized by the other to assume or create any express or implied obligation on behalf of the other.

d. **Independence**. Any use of the term "partner" is for reference purposes only. The parties are independent contractors and do not intend to create an employer–employee relationship, partnership, joint venture, agency relationship, or fiduciary relationship. Nothing in this Agreement restricts a party from: working with and using third-party technologies, or independently developing or acquiring new products or services, improving existing products or services, or marketing any new, improved, or existing products or services. However, if we give you access to Databricks Solutions under a Program, such as a Partner Account to use our platform for demonstration, training, testing and the like as described in the relevant Additional Terms, you are not permitted to use that access to develop or offer a product designed to substitute for a Databricks Solution.

e. **Costs.** Each party will bear its own costs of performance under this Agreement, unless otherwise specified.

f. **Changes**. We may modify this Agreement, the Databricks Materials, a Program, our Code of Conduct and Privacy Policy, and any other aspect of the Partner Portal or the DPN with written notice to you. This includes updating or removing any portion of a Program or Offer, including Requirements and Benefits, and canceling (terminating) an entire Program or Offer. We will endeavor to provide at least 30 days' advance notice of any changes before they become effective. Changes will not unilaterally impose a penalty or legal liability on participating partners, nor purport to assign ownership of a partner's intellectual property, nor adversely affect partners' ability to seek appropriate legal redress of concerns or claims. If you do not agree to any such changes, you must discontinue or terminate your participation in the DPN or the applicable Program. Your continued participation in a Program or Offer following a communicated update or change confirms your acceptance of such update or change. Changes, cancelation or termination will not affect our obligation to make payments to you on a Benefit whose Requirements you completed (and hence payment obligation accrued) before the effective date of the change, cancellation or termination, except where due to your Incurable Breach or violation of any of Sections 6 (Confidentiality), 7 (Data Protection and Privacy), 8 (Legal Compliance and Business Integrity), 12 (Incentives from Databricks), or 13 (Business with Government Entities).

g. **Legal Principles.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without application of conflict of law rules or principles. However, this does not prevent you or Databricks from seeking injunctive relief for a violation of intellectual property rights, confidentiality obligations or enforcement of recognition of any award or order, which may be sought in any appropriate jurisdiction. If a party commences litigation under this Agreement, the substantially prevailing party will be entitled to recover its reasonable attorneys' fees, costs and other expenses. A party's delay or failure to exercise any right or remedy under this Agreement will not result in a waiver of that or any other right or remedy available. No waiver will be effective unless made in writing and signed by an authorized representative of the waiving party. If any provision of this Agreement is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect, and the parties will amend this Agreement to give effect to the stricken clause to the maximum extent possible. Except as otherwise expressly permitted in this Agreement, an amendment or modification of provision of this Agreement will only be effective if signed in writing by authorized representatives of both parties. The 1980 United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. Databricks may assign this Agreement in whole to an Affiliate pursuant to a corporate reorganization, merger or asset sale. Partner may not assign this Agreement (whether by merger, asset sale, operation of law, or otherwise) without Databricks' prior written approval (which will not be unreasonably withheld or delayed), and any attempted assignment in violation of this Section shall have no effect.

h. **Entire Agreement**. This Agreement (including the relevant Additional Terms, and any attached or incorporated documents) forms the entire agreement between the parties regarding the DPN. This Agreement replaces all prior agreements, communications and representations between the parties regarding the DPN, also previously known as the Databricks Partner Program and/or Partner Program Agreement (except for any executed Amendment between us that modifies a prior version of the Partner Terms and Conditions and which specifically identifies predecessor provisions expressly stated to endure and apply notwithstanding changes to these Terms).

17. Additional Definitions

"**Affiliates**" means any legal entity that owns, is owned by, or is commonly owned with a party, where "own" means having more than 50% ownership or the right to direct the management of the entity.

"**Anti-Corruption Laws**" as used in this Agreement means the anti-corruption laws and regulations applicable to a Party's business (collectively, the applicable laws against bribery, corruption, anti-competition, money laundering and inadequate internal controls, books and records, such as the U.S. Foreign Corrupt Practices Act and the United Kingdom Bribery Act).

"**Benefits**" are the various resources made available to eligible Partners under a Program or Offer upon satisfaction of Requirements, and may include Incentive Payments.

"**Databricks Indemnitees**" means Databricks and our Affiliates (and our and our Affiliates' employees, officers, directors and agents).

"**Databricks Materials**" means documentation, content, logos and other branding materials, sales tools, and other resources we may provide you, excluding Databricks Confidential Information.

"**Databricks Solutions**" means Databricks training, products and services concerning Databricks' industry leading solutions for data, AI and machine learning. The Databricks Unified Analytics Platform is an example of a Saas-based Databricks Solution.

"**Government Entity**" means: any government, public international organization, department, agency, or instrumentality of any government or of any public international organization, government-owned or government-controlled company, or political party, or an officer or employee of the foregoing, or any political party official, member of a royal family, or anyone, whether a private person or otherwise, acting in an official capacity on behalf of any of the above, or who is a close family member of any of the foregoing. (For clarity, a close family member includes spouses and household members).

"**Joint Customers**" means an end user organization who uses both Partner's solutions or services and Databricks Solutions.

"**Open Source Materials**" means, any open source, community or other free code or libraries of any type, including, without limitation, any code which (i) is made generally available on the Internet without charge or limitation or (ii) which meets the definition of 'open source' or 'free,' as defined by the Open Source Initiative or Free Software Foundation, respectively, or is licensed under any license agreement approved by either such entity (such as, for example purposes only, the GNU GPL, Mozilla or Apache license).

"**Open Source License**" means the relevant license terms for software meeting the definition of Open Source Materials.

"**Partner Account**" means a partner-specific workspace on a Databricks Solution, comprised of Databricks' Saas-based platform service, for the partner's non-production use, as further described in the Additional Terms under which such account and access is granted.

"**Partner Materials**" means your published content, logos and other branding materials, sales tools, and other resources concerning your Company or solutions that you may provide Databricks, but excluding your Confidential Information.

"**Partner Portal**" refers to the Databricks-provided website(s) and applications through which we may provide you access to tools, information, documents, and communications related to the Databricks Partner Network, Programs and Offers.

"**Profile**" means information about your Company that we may include in internal/external website listings, including "partner locator" search functions.

"**Requirements**" are the business, technical and other requirements to be satisfied in order for a partner organization to be eligible for a Benefit, as stated in the Additional Terms of the relevant Program or Offer.

"**Subcontractors**" refers to consultants, subcontractors, agents, or intermediaries.

"**Third-Party Claim**" means any third party claims or allegations against Databricks that arise out of or are connected with any alleged default, act, omission or breach or alleged default or breach of this Agreement by you, your Affiliates or Subcontractors. A Third Party Claim does not include any claims by Databricks Affiliates.

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