

Databricks Reseller Terms

Last Revised – November 2024



Agreement Structure

Reseller Agreement. This Reseller Agreement (“**Reseller Agreement**” or “**Agreement**”) is entered into by and between Databricks, Inc., and or its subsidiaries or corporate Affiliates (“**Databricks**”, “we”, “us”, or “our”) and you, the company or legal entity identified in and submitting this Databricks reseller application (“**Partner**”, “**Reseller**”, “**you**”, or “**your**”) as of the Effective Date. This Reseller Agreement for your participation as a Databricks reseller consists of these Databricks Reseller Terms (also referred to as the “**Reseller Terms**”) together with the Partner Program Terms and Conditions located at www.databricks.com/partnertcs (“**Master Terms**”). These Reseller Terms may be periodically updated per the Agreement and as described below.

Application of Terms. This Agreement will begin on the Effective Date and remain in effect unless terminated earlier in accordance with its terms. Section references to provisions in the Master Terms shall be construed to their equivalent successor provision(s) if the Master Terms and their section references change over time. All capitalized terms used and not otherwise defined in these Reseller Terms shall have the meanings set forth in the Master Terms.

Authorization. You, the individual accepting this Agreement (via click-to-accept, or by executing a signed document referencing this Agreement) hereby represent and warrant that you are authorized to bind the Reseller entity identified in your Databricks reseller application.

Appointment of Reseller

Authorized Location(s). Upon Databricks’ acceptance of Reseller as a Reseller, Databricks appoints Reseller as an independent, non-exclusive reseller in the Authorized Location(s), giving Reseller the right to resell the Databricks Services to Reseller’s customers in the Authorized Location(s) (each a “**Reseller Customer**”) subject to Reseller’s compliance with the terms of this Agreement.

- Additionally, Databricks may authorize a different Authorized Location (on an order-specific basis) by executing a Databricks/Reseller Order Form for a Reseller Customer outside Reseller’s default Authorized Location.
- For the avoidance of doubt, the parties agree that the Databricks Services are directly licensed by Databricks to Reseller Customers. Databricks reserves the right to sell the Databricks Services directly and indirectly through all channels, including, through original equipment manufacturers, distributors, system integrators, and/or other resellers.

Marketing. Following acceptance as a Databricks Reseller, during the term of this Agreement Reseller may refer to itself as a “Databricks Reseller” and will comply with Databricks Brand Guidelines. Reseller shall obtain Databricks’ prior written consent, which shall not be unreasonably withheld, before publishing any press releases referencing the Databricks Marks.

Resale Process

Generally. To execute on an order, Reseller works separately with the Reseller Customer (to understand its requirements) and with Databricks (to arrive at a mutually acceptable order configuration and commercials), and then Reseller requests and accepts a conforming Databricks/Reseller Order Form to place its order with Databricks to support its onward resale to the Reseller Customer.

Request for Proposed Resale. Reseller shall request a Databricks/Reseller Order Form before quoting Databricks Services to a Reseller Customer. Reseller's requests for quoting will specify, at a minimum, identification of the Reseller Customer, named point of contact at such Reseller Customer, the requested Databricks Services, usage commitment (where relevant), approximate size and timing of the order, proposed pricing requested from Databricks, any non-standard terms or conditions that could reasonably impact Databricks. (In providing the particulars of its request, Reseller will satisfy the information requirements of Databricks' then-current request form and process). Additionally, Reseller will cooperate with other information requests Databricks may reasonably make, as part of Databricks' compliance and diligence process.

Databricks Acceptance of Proposed Resale. Databricks may accept the proposed resale and request for pricing by issuing a Databricks/Reseller Order Form for Reseller's review and acceptance (e.g. signature). Databricks reserves the right to decline any proposed resale hereunder, including without limitation, if Databricks determines in its sole discretion that the proposed sale would pose potential legal, regulatory, compliance or reputational risks to Databricks.

Reseller Acceptance of Order Form. By executing a Databricks/Reseller Order Form, Reseller accepts the Databricks/Reseller Order Form, places its firm order for the items specified therein, and represents and warrants that either it (i) has the authority to directly bind the Reseller Customer and Reseller's execution of the Databricks/Reseller Order Form shall be effective to bind the Reseller Customer to the Databricks Terms; or (ii) has or will flow down the Databricks Terms to the Reseller Customer in a manner that will legally bind the Reseller Customer to such terms.

Support. Where a Databricks/Reseller Order includes technical support for the Databricks platform services, Reseller will endeavor to have the Reseller Customer appoint Reseller to serve as one of Reseller Customer's named technical support contacts.

Other. Reseller agrees that it shall have no rights in or rights to use the Databricks Services ordered for a Reseller Customer. The resale rights granted to Reseller under this Agreement are non-transferable and non-sublicensable. Reseller may not resell Databricks Services Offerings to Reseller Customers or third parties (including Reseller Affiliates) for further resale, redistribution, sharing or transfer. Reseller acknowledges and agrees Databricks shall have no liability to Reseller for any claims, direct or indirect, arising out of the purchase and performance of the Databricks Services Offerings, except to the extent explicitly set forth in this Agreement. For clarity, Reseller cannot purchase the Databricks Services for its own use under this Agreement.

Databricks Customer Terms

Databricks Terms of Service Generally. Reseller may not resell or otherwise make available the Databricks Services to any Reseller Customer unless the Reseller Customer is subject to the Databricks Terms.

Flow-down of Databricks Terms. In each Reseller/Customer Order Form, Reseller will include (and will procure the Reseller Customer's acceptance of) the Databricks Terms in a manner that legally binds the

Reseller Customer to the Databricks Terms, using materially the following language, plus such Additional Terms as Databricks may indicate in the individual Databricks/Reseller Order:

"By accepting this order, Customer agrees that its access and use of Databricks products and services are governed by (1) the Databricks Master Cloud Services Agreement (MCSA), as available at www.databricks.com/mcsa or (if applicable) the MCSA terms separately negotiated between Customer and Databricks, together with (2) the following "Additional Terms" in this order.

Alternatively, Databricks may at its option elect to do either of the following, and will reasonably advise Reseller if so: (i) require Reseller Customers to accept the Databricks Terms within the Databricks Services; or (ii) execute a separate version of the Databricks Terms with such Reseller Customer.

Customer-Requested Modifications to the Databricks Terms. Reseller shall not agree on Databricks' behalf to any modifications to the Databricks Terms. Databricks may consider reasonable changes to the Databricks Terms requested by Reseller Customers. All modifications of the Databricks Terms must be executed in a contract directly between Reseller Customer and Databricks.

- **Reseller Acting on Behalf of Reseller Customer.** If Reseller accepts the Databricks Terms on a Reseller Customer's behalf (such as, by accepting a Databricks private offer via a cloud marketplace, or during the initial technical setup of Databricks Services), such acceptance shall constitute a warranty and representation by Reseller that Reseller has the right and authority to do so on behalf of the Reseller Customer, such that by Reseller's action the Reseller Customer has accepted the Databricks Terms in an unmodified fashion.
- **No Other Representations.** Reseller shall not make any representations, warranties, or commitments on behalf of Databricks (other than conveying Databricks-published or provided materials) or make any representations, warranties or commitments regarding the Databricks Services or otherwise imply that Reseller has the right to make any such representations, warranties or commitments.

Commercial Matters

Pricing and Payments

- **General.** Databricks pricing to Reseller is as set forth in the relevant Databricks/Reseller Order Form, which Reseller may accept or decline in its discretion. Subject to the provisions below, Reseller, at its sole discretion, will determine its pricing and payment terms for the Databricks Services to Reseller Customers. However, in any case, if Reseller requests a discount off the price shown in the Price List for the benefit of a specific Reseller Customer (a "**Requested End User Discount**"), Reseller will pass through at least that Requested End User Discount to that Reseller Customer entity, without prejudice to Reseller's right to grant additional discounts. Databricks shall have the right to audit Reseller's compliance with this provision, in addition to the other audit rights in this Agreement.
- **Payments.** All Reseller payments made under this Agreement for Databricks Services and related taxes and duties ("**Fees**") shall be in U.S. dollars. Reseller will pay all undisputed Databricks invoices as set forth in the applicable executed Databricks/Reseller Order Form.
- **Collections.** Reseller is responsible to bill the Reseller Customer and for collecting unpaid amounts from the Reseller Customer. For the avoidance of doubt, Databricks may invoice, and Reseller shall owe Fees to Databricks under this Agreement, regardless of whether Reseller has received payment from the Reseller Customer, or has received orders from the Reseller Customer, including for excess platform services usage and related support. Once a Databricks/Reseller Order Form is executed, Reseller's order is non-cancellable and Fees paid are non-refundable.

Taxes and Interest

- **Taxes.** All amounts payable by Reseller under this Agreement are net amounts and are payable in full, without any set-off, counterclaim, deduction or withholding including a deduction or withholding for taxes or duties of any kind. Reseller will be responsible for, and will promptly pay, all taxes and duties of any kind (including, but not limited to, sales, value-added, use and withholding taxes) associated with this Agreement. If Databricks is required to collect, or pays on Reseller's behalf, any taxes or duties for which Reseller is responsible, Reseller will pay or reimburse Databricks, as the case may be, for all such amounts. If Reseller is required to pay and pays any withholding taxes based on the payments made by Reseller to Databricks hereunder, Reseller will augment the amount payable to Databricks by the amount of such taxes, and also furnish Databricks with written documentation of all such tax payments, including receipts and other customary documentation.
- **Interest.** All amounts not paid when due will accrue interest at the lower of 1.5% per month or the highest rate permissible by law until the unpaid amounts are paid in full. Reseller will promptly reimburse Databricks for all reasonable costs and expenses (including reasonable attorneys' fees) incurred by Databricks in connection with collecting any overdue amounts.

Additional Integrity Principles

Compliance. The following Additional Integrity Principles supplements the parties' respective obligations under the Master Terms provisions governing Legal Compliance & Business Integrity Principles:

- **Compliance with Laws.** Each Party shall comply with all applicable laws, rules, and regulations in connection with its activities under this Agreement including those related to data protection and data privacy, and shall obtain and maintain all permits, licenses, and government registrations necessary or appropriate to perform its obligations under this Agreement. Each Party shall maintain internal controls, including appropriate policies and procedures, sufficient to detect non-compliance with the provisions of this Agreement. Upon the other Party's request, each Party shall provide written assurances of such compliance as to a particular law, rule, regulation, permit, license, or registration, including with regard to an individual transaction.
- **Compliance Process.** Reseller shall promptly notify Databricks in writing (but no later than five (5) business days) if it learns of any alleged, actual, or potential violation of the provision above entitled "*Compliance with Laws*" above by Reseller or anyone acting on its behalf, including a request for Reseller to perform any act which violates or may violate that provision. Reseller shall cooperate in Databricks' efforts to enforce the terms of these Additional Integrity Principles provisions, including but not limited to the following steps, upon request from Databricks, for itself, its controlled affiliates, and anyone else acting on its behalf in connection with this Agreement: providing written certification of its compliance, and obtaining such certification from its subsidiaries; making available personnel for compliance and/or anti-bribery/anti-corruption related training as Databricks may reasonably require from time to time.
- **Third Parties.** To the extent Reseller engages subcontractors, agents, or intermediaries in the context of any Public Sector Customer relationship, Reseller agrees that it will (i) only engage such parties if their participation is necessary and adds demonstrable value to the delivery of Databricks Services, (ii) conduct an appropriate level of due diligence to ensure that they have not taken and will not take any actions which would subject Databricks to any potential liability under relevant anti-bribery and anti-corruption laws or other significant (e.g., reputational) harm and (ii) procure such subcontractor's, agent's, or intermediary's written agreement to comply with such laws and with Reseller's applicable Code of Conduct. Reseller is not, however, authorized to resell through one or more additional levels of intermediaries without Databricks' prior written authorization.

Trade Controls. Reseller acknowledges and agrees that it will: (1) obtain any necessary licenses for the Databricks Services prior to the marketing, sale, export, re-export, or in-country transfer to or within controlled destinations, for controlled end uses, or to restricted end users; and (2) fulfill any post-shipment requirements. Diversion, evasion, or facilitation contrary to applicable laws or regulations is strictly prohibited.

Reseller shall not export, re-export, or transfer (in-country) the Databricks Services to any individual or entity that is, or is owned or controlled by individuals and/or entities that are: (1) the target of any sanctions, export controls, or other trade restrictions administered or enforced by the U.S. Department of the Treasury, the U.S. Department of State, the U.S. Department of Commerce, the United Nations Security Council, the European Union or any European Union member state, His Majesty's Treasury of the United Kingdom, or any other relevant authority (collectively, "**Trade Controls**"); or (2) located, organized, or resident in a country or territory that is the target of Trade Controls. Reseller may not export, re-export, or transfer (in-country) the Databricks Services to any military end user or to any individual or entity for any military purpose, nor for use in connection with chemical, biological, or nuclear weapons, or missiles capable of delivering such weapons.

Reseller confirms that it (1) is, and covenants that it shall during the term of this Agreement remain, in compliance with all applicable Trade Controls in all material respects; and (2) has instituted, and covenants to maintain during the term of this Agreement, policies and procedures reasonably designed to achieve compliance with applicable Trade Controls.

Records; Audit. During the term of this Agreement and for a period of five (5) years thereafter, or such longer period as required by applicable law, Reseller will maintain complete and accurate books and records regarding Reseller's sales of the Databricks Services and Reseller's compliance with the terms and obligations under this Agreement. During such period, Databricks will have the rights to inspect and audit Reseller's books and records for the purpose of confirming Reseller's compliance with the terms of this Agreement, including in the context of a particular transaction or any claimed expense from Databricks.

Any such inspection and audit will be conducted during regular business hours with reasonable notice to the Reseller and in such a manner as to limit disruption of Reseller's business. Reseller shall fully cooperate in any audit conducted under this provision, including by making its personnel and, to the extent it can procure or require participation, agent or subcontractor personnel, available to Databricks to provide information required in connection with any such audit.

If such an inspection and audit reveals an underpayment of any amounts payable to Databricks, then Reseller will promptly remit the full amount of such underpayment to Databricks, including interest calculated in accordance with the terms of the provision entitled "*Interest*", above. If the underpaid amount exceeds five percent (5%) of the amounts payable to Databricks for the period audited, then Reseller will also pay Databricks' reasonable costs of conducting the inspection and audit. The rights described in this provision entitled "*Records; Audit*" shall survive the expiration or termination of this Agreement.

Termination

Termination; Effect of Termination. The following supplements the parties' respective rights and obligations under the Master Terms, with respect to termination of this Agreement:

- **Termination.** Either party may terminate this Agreement on 30 days' prior written notice ("**Notice of Termination**") to the other party, (a) for convenience, or (b) for the other party's material breach that remains uncured during the 30-day period following Notice of Termination. In addition, Databricks may terminate this Agreement immediately upon notice to Reseller (but without any cure period) if it becomes aware of any breach by Reseller of the provisions entitled "*Additional Integrity Principles*", above.
- **Effect of Termination.** Upon any termination of this Agreement:

- all authorizations, appointments and licenses granted by Databricks hereunder to Reseller will automatically cease, Reseller will promptly return, or at Databricks' option, destroy all Databricks Materials in its possession, and Reseller will immediately stop using the Databricks Marks and discontinue all representations that it is authorized to be a Reseller for the Databricks Services; and
- each party will promptly return to the other all of the other party's Confidential Information within its possession or control, and if requested will certify in writing that it has complied with its obligations to return all such Confidential Information; and
- payment dates of all invoiced amounts due (as well as the right to invoice for amounts accrued but not yet invoiced such as for excess usage) under a Databricks/Reseller Order Form will automatically be accelerated so that all such sums will become due and payable on the effective date of termination, even if longer terms had been provided previously; and
- any Databricks/Reseller Order Forms for Databricks Services resold to Reseller Customers are unaffected during their then current term by the fact of termination of this Agreement (provided Reseller is compliant, and maintains compliance, with related payment and other obligations in connection with such Databricks/Reseller Order Forms); however, such Databricks/Reseller Order Forms shall not be auto-renewed via Reseller absent agreement between the parties. In the event of termination, the parties will collaborate to minimize business disruption for Reseller Customers and to enable Databricks to procure uninterrupted renewal.

General

Order of Precedence; Notices.

- **Order of Precedence.** The provisions of an executed Databricks/Reseller Order Form, amendments to these Reseller Terms, then these Reseller Terms, and then the Master Terms, shall govern in that order of precedence, if there is any conflict between or among such documents, and solely to the extent necessary to resolve such conflict. If any provision of this Agreement is for any reason found by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement shall continue in full force and effect.
- **Notices.** Any required notice under this Agreement will be deemed given when received by email (receipt acknowledged or confirmed), or by letter delivered by international or nationally-recognized overnight delivery service or recorded prepaid mail. Unless notified in writing of a change of address, any required notice will be given to (in the case of Reseller) to the most recent primary contact or other recipient address Reseller has provided to Databricks for such notices, or (in the case of Databricks) to Databricks, 160 Spear Street, Suite 1300, San Francisco, California 94105, U.S.A, Attention: Legal (or, if by email, to Legal@databricks.com).

Changes. Databricks may modify this Agreement with written notice to Reseller to comply with legal or regulatory changes, tax or accounting requirements, to reflect updates to Databricks' operational requirements or business policies/practices, or to make changes in response to partner feedback ("Changes").

Unless prohibited by law, Databricks will endeavor to provide at least 30 days' advance notice of any Changes before they become effective. Changes will not affect previously-accepted Databricks/Reseller Orders (unless and to the extent required to comply with legal, tax or accounting requirements), nor will Changes unilaterally impose a penalty or legal liability on notified 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 Reseller does not agree to any such Changes, simply decline to enter into further Databricks/Reseller Databricks Reseller Agreement (Online) – Last Revised: November 2024

Orders. Reseller's continued execution of additional Databricks/Reseller Orders following a communicated Change confirms Reseller's acceptance of such Change.

Application of Law; Governing Law and Venue

- **Application of Law.** Unless prohibited by governing law or venue, each party irrevocably agrees to waive the right to elect a jury trial. In all cases, the application of law will be without regard to, or application of, conflict of law rules or principles, and the United Nations Convention on Contracts for the International Sale of Goods will not apply.
- **Governing Law and Venue.** The governing law and venue applicable to any dispute arising out of or relating to this Agreement will be determined by the location of the Reseller's licensed place of business ("Domicile"):

Reseller's Domicile	Governing Law	Venue (courts with exclusive jurisdiction)
Americas (except Canada); Middle East; Africa	Delaware	Delaware (state and U.S. federal courts)
Canada	Ontario	Toronto
United Kingdom	England & Wales	London
Europe (including Turkey)	Ireland	Dublin
Pacific & Asia	Singapore	Singapore
Australia and New Zealand	Australia	Victoria

Additional Definitions / Terms

- **"Authorized Location(s)"** shall mean the geographic territory or other scope into which Reseller is authorized to resell. By default, Reseller's Authorized Location shall be the country of Reseller's address specified in Reseller's application to become a Databricks reseller. Databricks may specify customer segment(s) to which Reseller is authorized to resell by indicating the same in its confirmation email accepting Reseller's application.
- **"Databricks Terms"** means, collectively, the following:
 - **"Databricks Terms of Service"**, meaning the Master Cloud Services Agreement available at www.databricks.com/mcsa; and
 - **"Databricks Additional Terms"**, meaning the additional Databricks terms supplementing the MCSA and specified in the Databricks/Reseller Order Form.
- **"Databricks Brand Guidelines"** means the Databricks brand guidelines governing the use of Databricks Marks available via <https://brand.databricks.com/terms-and-conditions> or as otherwise communicated to Reseller by Databricks, as updated by Databricks from time to time.
- **"Databricks Marks"** means the Databricks trademarks, trade names, service marks, logos, service names and other distinctive brand features relating to the Databricks Services.

- “**Databricks/Reseller Order Form**” means the order form (e.g. quote) supplied to Reseller by Databricks containing the specifics of an order that Reseller contemplates placing on behalf of an identified Reseller Customer.
- “**Databricks Services**” means the Databricks Solutions (as defined in the Master Terms) which Databricks offers during the Agreement Term and authorizes Reseller to offer and resell, as set forth in a Databricks/Reseller Order Form. For clarity, Databricks Powered Services, defined as any third-party software or service powered by Databricks (such as Microsoft’s Azure Databricks), and listed at <https://www.databricks.com/cloud-provider-directory>, are not available for resale under this Agreement, and Databricks Powered Services are not considered Databricks Services.
- “**Effective Date**” means the date from which Databricks accepts Reseller’s application to become a Databricks reseller, as communicated in email by Databricks.
- “**Price List**” means Databricks’ then-current published list of products and related pricing available at www.databricks.com/pricing and (for certain Databricks Services) as periodically published to Reseller; note that the applicable pricing may vary based on geographic location of the Reseller Customer, cloud service provider platform, and other variables.
- “**Public Sector Customer**” means any customer who is, is owned by, is majority or in-effect controlled by, or acts on behalf of (i) a national, regional, municipal, or local government; (ii) a department, agency, subsidiary, or branch of a national, regional, municipal, or local government; (iii) a government-owned or government-controlled company (for example only, a state-owned or state-controlled oil company, bank, airline, hospital, university, etc.); (iv) a subsidiary of a government-owned or government-controlled company; (v) a public international organization (for example, the International Monetary Fund, the United Nations, the World Bank, the World Trade Organization, etc.); (vi) a member of a royal family; or (vii) a political party, political party official, or candidate for political office.
- “**Reseller/Customer Order Form**” means the order form between the Reseller and the Reseller Customer for Databricks Services, conforming to the minimum requirements of this Agreement.