Brickbuilder Partner Network Terms and Conditions

These Brickbuilder Partner Network Terms and Conditions ("**Terms**") are entered into between Databricks, Inc. and/or its subsidiaries or corporate Affiliates ("**Databricks**") and Partner. These Terms apply to Partner's participation in the Databricks' Brickbuilder Partner Network ("**BPN**"). These Terms, together with any relevant Program Overview(s) (as defined below), comprise the "**Agreement**" between the parties. By applying for membership in the BPN, Partner represents that Partner has the legal authority to enter into this Agreement. Databricks and Partner may hereinafter be individually referred to as a "**party**" or collectively as the "**parties**".

1. **Overview**. The BPN consists of various Programs as further defined in the Program Overviews. Unless stated otherwise in the Program Overview, Partner's participation in a Program is non-exclusive and takes effect only upon Partner's satisfaction of any Requirements referenced in the Program Overviews. Partner's participation in the Program is contingent upon Partner's compliance with the terms of this Agreement.

    a. Program Overviews. Databricks may authorize Partner as a participant in one or more Programs pursuant to Program Overview(s) which is/are incorporated into these Terms by this reference. Unless stated otherwise in a Program Overview, such appointment is non-exclusive and takes effect only upon Partner's satisfaction of any Requirements referenced in the Program Overview. Partner's participation in the Program is contingent upon Partner's compliance with the terms of the Agreement. Program Overviews may be presented to and accepted by Partner through various means such as by online acceptance or the electronic or manual execution of a mutual agreement between the parties.

    b. Acceptable Use Policy. Partner's use of the Databricks Services is subject to the terms set forth in the Databricks MCSA and the Databricks Acceptable Use Policy, as updated from time to time, as well as any other terms applicable to validated integrations, including API terms. In addition, unless otherwise agreed in writing, Partner shall: (a) not, nor permit others to, scrape, bulk or systematically export, or create persistent copies, indexes, archives, or long-term data stores of Platform Data, other than use of persistent copies of Platform Data for backup, disaster recovery, or other permitted uses authorized by Databricks; (b) ensure that any Platform Data is used solely for the benefit of that Customer (and not used for any data science or data engineering use cases, except as authorized by Databricks); (c) not aggregate, anonymize, or de-identify Platform Data for Partner's own purposes; and (d) not retain any permitted copies of Platform Data for longer than is necessary for the Customer's use.

2. **Partner Portal; Profile; Permissions**.

    a. Partner Portal. Databricks shall use the Partner Portal to administer the BPN, including for communications regarding Programs. Databricks may give Partner access credentials to establish an account on the Partner Portal with the ability to designate Registered Users. Partner is responsible for all Partner activity under its Partner Portal account and will notify Databricks immediately if the security of the Partner Portal access credentials is compromised, or if a Registered User ceases to be an employee or otherwise authorized by Partner as a Registered User.

    b. Profile. If the Partner Portal allows Partner to post, submit, or publish a Profile, then by submitting a Profile, Partner grants Databricks the right to use, reproduce, display, distribute and otherwise disclose Partner's Profile to third parties for purposes relating to administration of the BPN. Any information Partner provides in Partner's Profile will be truthful and accurate. Databricks may suspend display of, or remove, Partner's Profile if it reasonably deems necessary and may disclose Partner's Profile information to law enforcement pursuant to lawful process.

    c. Permissions. Partner gives Databricks permission to: (i) communicate with Partner and Partner's Registered Users to provide information required to administer the BPN; (ii) send Partner other information Databricks believes may be of interest to Partner including promotional information about Databricks Services and information about events and training opportunities; (iii) provide Partner with Databricks Materials intended to help Partner deliver services and value; and (iv) invite Partner to participate in surveys and research.

3. **Affiliates**. The Program Overviews for certain Programs may expressly allow Partner's Affiliate(s) to participate in BPN activities under Partner's membership. If Partner permits such participation in BPN activities including accessing Partner's account on the Partner Portal, providing or exchanging information with Databricks, performing activities on

Partner's behalf to satisfy Requirements, or requesting and receiving Benefits under a Program, then Partner will be deemed to be responsible for such Affiliate(s) compliance and activities as if such Affiliate(s) were Partner.

4. **Intellectual Property**. These permissions may be modified or overridden by the relevant Program Overviews or other separate agreement between the parties:

   a. License to Materials. If under a Program, Databricks provides Databricks Materials or Partner provides Partner Materials to the other then the party providing its materials grants to the other a non-exclusive, worldwide, royalty-free, revocable license to reproduce, publish, distribute such materials and any Marks internally, and to current or prospective 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. A party's Marks can only be used to accurately reference its solutions, the nature and status of the partnership arrangement between the parties, in partnership lists on websites, in distributed marketing materials, and in presentations, during the term of such Program. Any other use by a party of the other's materials will require prior written approval (not to be unreasonably withheld or delayed). This license grant is non-sublicensable except to Partner's contractors performing services for the Partner provided that Partner remains liable for the actions of its contractors.

   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 Marks, except as set forth above. When referencing Marks of the other, each party must (1) refrain from use that is likely to cause confusion about the parties' relationship or ownership of products/solutions; (2) comply with applicable branding / usage guidelines; and (3) promptly correct any misuse upon notice from the party that is the owner of the Mark in question. Any goodwill generated by the use of a party's Marks will inure solely to the benefit of such party. Each party may revoke these permissions for the other party to use its Marks at any time by giving the other 30 days prior written notice. Neither party will remove any copyright, trademark, patent, or similar notices from the other party's materials.

5. **Confidentiality**. Neither party will disclose the other party's Confidential Information to any third party except as permitted in this Section 5. "**Confidential Information**" means any non-public business or technical information disclosed by or on behalf of either party or their Affiliates to the other in connection with the Agreement that is designated as confidential at the time of disclosure or that, under the circumstances, a reasonable person would understand to be confidential or proprietary, which includes but is not limited to the Databricks Services and the terms of the Agreement. Confidential Information will not include information that the receiving party can demonstrate is independently developed by the receiving party, rightfully given to the receiving party by a third party without confidentiality obligations, or becomes public through no fault of the receiving party. 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. Notwithstanding the foregoing, Confidential Information does not include: (i) Feedback as defined in Section 14.b; or (ii) data processed by or made accessible through the Platform Services that has been aggregated or de-identified such that it does not identify Partner or any natural person. The receiving party may disclose the other's Confidential Information to its Affiliates, and to its employees, contractors, advisors or consultants. The receiving party remains responsible for any unauthorized use or disclosure and is responsible for compliance with this Section 5 by all to whom it discloses the other party's 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 receiving 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.

6. **Data Protection and Privacy**.

   a. Data Protection. Each party will comply with any Data Protection Laws applicable to it in the provision of its services contemplated under this Agreement. Without limiting the foregoing, each party will: (a) establish procedures for managing and responding to any communication from a Customer seeking to exercise its rights under Data Protection Laws; (b) 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 Laws, with respect to information that such party provided to the other; and (c) take appropriate security measures that are required by Data Protection Laws, and in accordance with industry practice relating to data security.

b. Privacy Notice. Partner acknowledges that any Personal Data that Databricks processes under this Agreement is subject to the Databricks Privacy Notice and Partner acknowledges that Databricks, Inc. together with its subsidiaries and Affiliates is a global organization headquartered in the United States, and any Personal Data that Partner may provide to Databricks will be transferred to the United States and shared with (i) Affiliates of Databricks worldwide, (ii) Customers or prospective customers of Databricks Services, and (iii) service providers that operate on Databricks' behalf.

c. Leads. Without limiting the confidentiality obligations set forth in Section 5 above, or the privacy and data protection obligations in this Section 6, each party shall be solely responsible for any information on prospective customers or Customers ("**Prospect Information**") it elects to provide to the other party, including (i) providing any required notices to and (ii) obtaining any required consents and authorizations from, the relevant prospective customers and Customers. Prospect Information shall be considered Confidential Information under this Agreement and may include Personal Data. Parties shall limit the amount of Personal Data shared to that which is reasonably necessary 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. 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.

7. **Legal Compliance**.

a. Compliance and Ethics. Each party and its Affiliates shall: (i) comply with all applicable laws, including Anti-Corruption Laws; and (ii) keep accurate records of all activities under this Agreement. Partner shall (i) not offer or provide any Benefit payments, gifts, or kickbacks to Databricks employees to influence business; (ii) not engage in deceptive marketing or submit falsified information to Databricks; and (iii) comply with Databricks Third Party Code of Conduct.

b. Trade Controls. Each party will comply with all applicable trade, export, and sanction laws (e.g., U.S., UN, EU, and UK). Partner will not permit access to Databricks offerings in embargoed or prohibited territories. Each party represents that it is not (and is not owned or controlled by) any individual or entity currently targeted by trade controls or located in a territory subject to comprehensive territorial sanctions.

c. Cooperation. Partner will cooperate with reasonable requests by Databricks for additional information needed to identify the purpose and details of any transactions and expenses under this Agreement and will maintain internal processes appropriate for Partner's business and adequate to detect non-compliance with the provisions of this Section 7. Partner will promptly notify Databricks if Partner becomes aware of noncompliance with this Section 7 (unless prohibited by law or regulatory order).

d. Audit. If reasonably requested, Partner will cooperate with an audit by Databricks to verify compliance with this Agreement, such as facilitating access to relevant personnel and non-privileged records and information. Databricks shall conduct any such audits at its own cost and expense, except that Partner will reimburse Databricks for all reasonable costs and expenses associated with an audit where Databricks discovers that (i) Partner has underpaid Databricks by 5% or more of any applicable fees due, or (ii) Partner failed to comply with this Section 7.

8. **Disclaimers**. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, OR TO THE EXTENT PROHIBITED BY LAW, EACH PARTY MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. **Limitation of Liability**.

a. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, REVENUE, GOODWILL 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 A

PARTY HAS 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. GENERAL LIABILITY CAP. EXCEPT FOR EXCLUDED CLAIMS, TO THE FULLEST EXTENT ALLOWED BY LAW, EACH PARTY'S AGGREGATE LIABILITY WILL BE LIMITED TO THE GREATER OF (1) THE AMOUNT PAID OR PAYABLE BY PARTNER TO DATABRICKS UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE FIRST OCCURRENCE OF THE EVENTS GIVING RISE TO ANY CLAIM, OR (2) FIVE THOUSAND DOLLARS (USD $5,000).

c. EXCLUDED CLAIMS. THE LIMITATIONS IN SECTION 9.B DO NOT APPLY TO LIABILITY ARISING OUT OF (1) NON-PAYMENT; (2) GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; (3) EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER SECTION 5; OR (4) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 10 AND 12 (COLLECTIVELY, "**EXCLUDED CLAIMS**").

10. **Indemnification**.

a. By Partner. Partner will defend Databricks against any claim, demand, suit or proceeding made or brought against Databricks by a third party arising from (i) any representation or warranty made or alleged to have been made by Partner regarding Databricks or the Databricks Services, which was not expressly authorized in writing by Databricks; or (ii) Partner's breach of Section 7 (Legal Compliance) ("**Partner Covered Claim(s)**"). Partner will indemnify Databricks for any damages, attorney fees, and costs (for each, only to the extent finally awarded against Databricks), or for amounts paid by Databricks under a settlement, resulting from (i) Partner Covered Claim(s) or (ii) Partner's violation of the Databricks Acceptable Use Policy.

b. By Databricks.

i. Defense and Indemnity. Databricks will defend Partner against any claim, demand, suit or proceeding made or brought against Partner by a third-party that Databricks Materials or Databricks Services infringe the third party's copyright, trademark or patent rights or misappropriate the third party's trade secrets. Databricks will indemnify Partner for any damages, attorney fees, and costs (for each, only to the extent finally awarded against Partner), or for amounts paid by Partner under a settlement, resulting from such third-party claim. Databricks' obligations to defend and pay a patent claim will be limited to patent claims where the Databricks Services alone, without combination or modification, constitutes direct or contributory infringement of the patent. Databricks is not liable for any claim under this Section 10.b to the extent that the claim or adverse final judgment is based on: (i) Partner's unauthorized use or alteration of any Databricks Materials or Databricks Marks; (ii) Partner's combination of a Databricks Services with any non-Databricks product, data or business process; or (iii) the public open source version of software (such as Apache Spark) if the claim of infringement or misappropriation does not allege specifically that the infringement or misappropriation arises from the Platform Services (as opposed to such public open source version itself).

ii. Other Remedies. If Databricks receives information about an infringement or misappropriation claim related to the Databricks Services, then Databricks may at its sole option and expense: (a) replace or modify the applicable Databricks Services with a non-infringing, functional equivalent; (b) procure for Partner or Customer the rights to use that portion of the Databricks Services alleged to be infringing; or (c) terminate use of the allegedly infringing portion of the Databricks Services and, upon such termination, provide a pro rata refund of any prepaid, unused fees for such impacted Databricks Services.

iii. EXCLUSIVE REMEDY. SUBJECT TO SECTION 10.C (CONDITIONS OF INDEMNIFICATION) BELOW, THE OBLIGATIONS IN THIS SECTION 10.B STATE DATABRICKS' SOLE AND EXCLUSIVE OBLIGATIONS, AND PARTNER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO ANY THIRD-PARTY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THE DATABRICKS SERVICES.

c. Conditions of Indemnification. The indemnifying party's (each, an "**Indemnitor**") indemnification obligations under the Agreement are conditioned on a party seeking indemnification (each, an "**Indemnitee**"): (a) promptly giving written notice to the Indemnitor of the claim for which the Indemnitee is seeking indemnification (provided that late notice will not relieve Indemnitor of its obligation unless it has been prejudiced by the delay); (b) grant the Indemnitor sole control of the defense and settlement of the claim (although the Indemnitor may not settle any claim in a manner that does not fully discharge the claim against an Indemnitee without consent); and (c) provide

the Indemnitor, at the Indemnitor's expense, with all assistance reasonably required for the defense and settlement of the claim.

11. **Business with Public Sector Customer(s)**. If Partner accepts Benefits payments from Databricks under this Agreement to support business, projects, services, or other transactions or interactions involving a Public Sector Customer, the following additional requirements apply:

    a. Subcontractors. If Partner engages subcontractors for such Public Sector Customer relationship in connection with Databricks and/or this Agreement with a Public Sector Customer, Partner 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. Procurement Compliance. 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. Use of Funding. If Benefits are in the form of funding (other than program referral fees), the approved funding must offset the Public Sector Customer's costs for the approved activity, such as Partner's professional services fees, and Partner 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 Public Sector Customer as a discount or rebate for the work performed under the funded activity. Partner 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.

12. **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 and is responsible for any penalties, interest or other charges that may be imposed in connection with the performance of payment under this Section 12.a. 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. All fees payable under this Agreement shall be paid without setoff or counterclaim. If a party is required by law to withhold or deduct any taxes from any payment due to the other party, the paying party may withhold or deduct such taxes and remit them to the relevant taxing authority, and the amount withheld or deducted shall be treated as paid to the other party. The paying party shall: (i) provide prompt written notice of such requirement, where practicable before making the payment, and (ii) provide the other party with an official tax receipt or other documentation evidencing the payment of the withheld amount to the relevant taxing authority. The parties will use reasonable efforts to minimize any taxes withheld to the extent allowed by law, including by providing any forms or documentation reasonably requested (e.g., IRS Form W-9 or W-8) and cooperating to claim any available reduced rate or exemption under an applicable tax treaty.

    b. Payments from Databricks. Terms regarding payments Databricks may pay Partner, such as Benefit payments, vary by Program and are included in the applicable Program Overviews. Databricks 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 Program Overviews. For clarity, notwithstanding Section 12.a above, and except as may be otherwise provided in the applicable Program Overviews, the payments Partner receives from Databricks include any tax that is applicable. It is Partner's sole responsibility to (i) identify and report to the relevant authorities all taxes and other governmental fees and charges including penalties, interest, and other charges that are imposed in connection with the performance of its obligations under this

Agreement and (ii) pay all taxes related to payments Partner receives from Databricks. All payments are in U.S. dollars. Payments are made to the named Partner entity and not to individuals. If Databricks overpays Partner, Databricks may recover such overpayment from Partner by deducting amounts from future payments. If Partner does not comply with this Agreement or fails to act in good faith in trying to earn Benefit payments, Databricks reserves the right to cancel, reduce or withhold Benefit payments relating to such non-compliance. In such cases, Databricks will provide the Partner with written notice of Databricks' decision to take these actions.

13. **Term and Termination**.

a. Term; Termination. The term of this Agreement commences when Partner accepts this Agreement and continues until terminated. Programs may have distinct durations as set out in the applicable Program Overview. Either party may terminate this Agreement: (i) by giving 30 days prior written notice; or (ii) immediately if a party breaches or defaults in its obligations under Sections 5 (Confidentiality), 6 (Data Protection and Privacy), 7 (Legal Compliance), 11 (Business with Public Sector Customer(s)), 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 (i) Partner's enrollment will end in the relevant Program(s) indicated in Databricks' notice of termination, and any sums Partner owes Databricks under a Program will become immediately due and payable; and (ii) all related licenses granted by Partner or by Databricks under the relevant Programs and/or this Agreement will be terminated and each of the parties will immediately cease use of all Databricks Materials or Partner Materials and Marks and stop identifying or holding themselves out as a partner of the other. Except as otherwise provided in this Agreement and the Program Overviews, all provisions of this Agreement which by their nature should reasonably survive, shall survive termination. Program Overviews may provide additional obligations concerning the logistics of effecting termination.

14. **Miscellaneous**.

a. Notice. Except as otherwise specified in the Agreement, Partner may provide notice under the Agreement via email to Databricks' legal department at legal@databricks.com. Notice will be treated as received when the email is sent.

b. Feedback. Either party 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 in 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. 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 Databricks gives Partner access to Databricks Services under a Program to use the Platform Services for demonstration, training, testing and the like, Partner is not permitted to use that access to develop or offer a product designed to substitute for a Databricks Services.

e. Changes to the BPN. Databricks may modify the Databricks Materials, a Program, a Program Overview, and any other aspect of the BPN with written notice (which may be via email or posting to the Partner Portal) to Partner which may include updating or removing any portion of a Program or canceling (terminating) an entire Program. Databricks will use reasonable commercial efforts to provide at least 30 days advance notice of any changes before they become effective. If Partner does not agree to any such changes, Partner must discontinue or terminate

Partner's participation in the BPN or the applicable Program. Partner's continued participation in a Program following a communicated update or change confirms Partner's acceptance of such update or change. Changes, cancellation or termination will not affect Databricks' obligation to make payments to Partner on a Benefit whose Requirements Partner completed (and hence payment obligation accrued) before the effective date of the change, cancellation or termination, except where termination is due to Partner's incurable breach or violation of any of Sections 5 (Confidentiality), 6 (Data Protection and Privacy), 7 (Legal Compliance), or 11 (Business with Public Sector Customer(s)).

f. Changes to this Agreement. Databricks reserves the right to amend, update, or replace this Agreement, in whole or in part, at any time in Databricks' sole discretion by posting the revised terms on the Partner Portal. 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. Revisions become effective immediately upon posting. Partner's continued participation in the BPN, receipt of program Benefits, or access to the Partner Portal following the posting of updated terms constitutes Partner's binding acceptance of the revised Agreement. If Partner does not agree to any updated terms, Partner's sole and exclusive remedy is to discontinue participation in the BPN and terminate this Agreement.

g. Governing Law and Jurisdiction. The governing law and exclusive venue applicable to any lawsuit or other dispute arising in connection with the Agreement will be determined by the location of Partner's principal place of business ("**Domicile**"), as follows:

Partner's Domicile	Governing Law	Venue
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

The parties hereby irrevocably consent to the personal jurisdiction and venue of the courts in the venues shown above. Unless prohibited by governing law or venue, each party irrevocably agrees to waive 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.

The foregoing does not prevent either party 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.

h. Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement.

i. Severability. If any provision of the Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect.

j. Assignment. Neither party may assign or transfer the Agreement to a third party without the other party's prior written consent. Notwithstanding the foregoing, the Agreement may be assigned to a successor to substantially all of the assets or business of such party related to the Agreement upon notice and without the consent of the other party, provided that all fees owed and due have been paid and that the assignee agrees to be bound by all the terms

of the Agreement. However, Partner will provide Databricks with written notice of any such assignment, change of control or other acquisition of Partner, within fifteen (15) days after the closing thereof, and if the acquirer is a Competitor of Databricks, Databricks will have the right to terminate the Agreement immediately upon written notice to Partner. For purposes of this Section 14.j, "**Competitor**" means any entity that, as determined by Databricks in its commercially reasonable discretion, develops, markets, or sells a product or service that competes with the core functionality of the Databricks Services, including but not limited to: data warehousing, data engineering, machine learning platforms, or unified data governance.

k. Force Majeure. Neither party will be liable to the other by reason of any failure of or delay in the performance of its obligations under the Agreement to the extent such failure or delay is due to acts of the other party, acts of civil or military authority, acts of terrorism, governmental priorities, fire, floods, quarantine, energy crises, strikes, labor trouble, war, riots, accidents, shortages, delays in transportation, pandemic or epidemic (or similar regional health crisis) or any other causes beyond the reasonable control of such party (each, a "**Force Majeure Event**"). Such party will (i) continue to use commercially reasonable efforts to perform its obligations under the Agreement to the extent possible, and (ii) notify the other party when the Force Majeure Event has abated.

l. Entire Agreement. This Agreement, including the Program Overview(s) and any attached or incorporated documents, forms the entire agreement between the parties regarding the BPN. Unless otherwise agreed to in writing by the parties, this Agreement replaces all prior agreements, communications and representations between the parties regarding the BPN. Except as set out elsewhere in the Agreement, any modification or waiver of the Agreement must be expressly agreed in writing and signed by both parties.

m. Conflict. Unless the parties expressly agree in writing, in the event of a conflict or ambiguity between the provisions of these Terms and a Program Overview, the order of precedence shall be the Program Overview and then the Terms.

15. **Definitions**.

Acceptable Use Policy means the then-current acceptable use policy governing the Databricks Services located here.

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 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).

Benefit(s) are the various benefits, incentives, and resources made available to eligible Partners under a Program upon satisfaction of the Requirements.

Customer means an end user organization that uses both Partner's solutions or services and Databricks Services.

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, as applicable, the GDPR, the UK GDPR, and the California Consumer Privacy Act, as amended by the California Privacy Rights Act.

Databricks Materials means any software programs, tools, know-how, expertise, processes, inventions, devices, methodologies, specifications, documentation, training materials, and any other materials of any kind used, created, developed or delivered by Databricks or its personnel in connection with the Databricks Services.

Databricks MCSA means the Databricks Master Cloud Services Agreement ("**MCSA**") located here or, if applicable, the MCSA negotiated between Partner and Databricks.

Databricks Services means (a) the Databricks data processing platform services (the "**Platform Services**"), (b) support services, (c) training services, and (d) advisory and professional services and any other services, in each case, provided by or on behalf of Databricks.

Marks means trademarks, trade names, trade dress, or logos.

Partner shall mean the corporate entity joining the BPN and agreeing to these Terms.

Partner Materials means Partner's published content, logos and other branding materials, sales tools, and other resources concerning Partner or Partner's solutions that Partner may provide Databricks, excluding Partner's Confidential Information.

Partner Portal refers to the Databricks' Partner Portal which is a centralized platform where partners access program information, tools, and resources. If applicable to the Program, the Partner Portal allows Partners to manage its Profile, view tier or program status, access marketing and sales assets, submit requests related to logo use, Benefits, deal registration, etc., and use analytics dashboards.

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.

Platform Data means data and metadata generated by or transmitted by the Databricks Services (including data submitted to the Platform Services by Customer or its authorized users or output generated by Customer's authorized users in their use of the Platform Services).

Profile means information about Partner that Databricks may include in internal/external website listings, including "partner locator" search functions.

Programs means structured business relationships under the BPN, with defined Requirements, Benefits, and terms as defined in the Program Overviews.

Program Overview(s) means the program overviews maintained by Databricks describing the Program, Benefits, and other Requirements, standards, and policies governing Partner's participation in the BPN.

Public Sector Customer(s) 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.

Registered Users are personnel of Partner or permitted Affiliates with whom Partner provides or assigns access credentials to the Partner Portal account and resources.

Requirements are the business, technical and other requirements to be satisfied in order for a Partner to be eligible for a Program or Benefit, as stated in the Program Overviews.