

Databricks Data Partner Program

Program Overview – Additional Terms



Overview

Data providers are critical to enable and accelerate organizations’ delivery of data-driven innovations. Through the Databricks Marketplace and the power of Databricks Delta Sharing, participating data providers can not only distribute and monetize a broad array of datasets, but also provide other data assets including dashboards, notebooks, and ML models to accelerate how data Consumers seamlessly discover, explore, and leverage their data products.

Through the Databricks Data Partner Program (“**Data Partner Program**” or “**Program**”) we offer participating Provider partners the ability to promote their Products on the Databricks Marketplace, to help grow their business and deliver customer value through the Marketplace and Databricks Lakehouse.

Program Agreement

This Program Overview provides the Additional Terms that, together with the Terms, forms your Partner Program Agreement (also called the “**Agreement**”) for participation in the Databricks Marketplace and Data Partner Program. Capitalized terms used in this Program Overview have the meanings given in the Terms, if not otherwise defined in this document. We may periodically update the Program and the Agreement as set forth in the Terms.

Join the Program

Joining the Databricks Data Partner Program is simple.

| 1 | Explore | 2 | Apply | 3 | Enroll | 4 | Onboard |
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| | Learn about our Databricks Marketplace and the Benefits of being a Data Partner | | Complete the Program Application available via https://partners.databricks.com/ | | Accept the online Databricks Data Partner Program enrollment terms * | | Engage via Databricks onboarding tools to claim your place in the Databricks Marketplace |

* *Databricks’ confirmation of Provider enrollment into the Program and participation in Databricks Marketplace may be subject to additional diligence information requests*

Program Terms

Appointment and Authorizations

Appointment

Databricks appoints Provider during the Term as a member of the Databricks Data Partner Program and a Provider participant in the Databricks Marketplace.

Authorizations

During the Term, you may use the Marketplace to

- publish Listing(s) offering Consumers access to Products (e.g. Datasets and/or Data Assets)
- guide and enable Consumers to separately Transact with you, in order to sample, trial, subscribe to and license such Products.

For clarity – You are not authorized to sell or re-sell access and use of Databricks Lakehouse under this Program or Agreement. That right would require a separate agreement between you and Databricks or its sub-licensees.

Provider Responsibilities – Generally

Marketplace Policies & Marketplace Documentation

Provider's use of the Marketplace must comply with Databricks' then-current Marketplace Policies and Marketplace Documentation.

Marketplace Account Administration

The provisions of the Terms relating to the "Partner Portal" -- for example, terms regarding Provider's appointment of its Registered Users, obligations to safeguard Provider's access credentials, responsibility for Registered User activity, and the like -- shall be deemed and interpreted to apply to Provider's Marketplace account and any capabilities enabled through it for Program and Marketplace purposes.

Products and Consumer Relations

- Products. If Provider makes available any Dataset or Data Asset in connection with the Marketplace, then as between Provider and Databricks, Provider is solely responsible for the legality of such content or items, including accuracy, completeness, and compliance with relevant regulations regarding export and privacy or data protection. Provider warrants and represents that it has all necessary rights, permissions and consents (including the provision of any necessary notices) to provide the Products to Consumers and to or through Databricks and/or the Marketplace for the purposes contemplated under this Agreement. Databricks has no responsibility or liability for Provider's Products.
- Consumer inquiries regarding Products (Questions, Support, Claims and Disputes). As between Provider and Databricks, Provider is solely responsible for rendering any support or assistance regarding Products to Consumers, including furnishing information. Any Consumer inquiries regarding Products (including inquiries regarding content, errors, quality, or refunds) will be redirected to the Provider for handling. Provider will assure its contact information in the Listing Information is accurate, complete, and kept current, to be reasonably available to Consumers for all such inquiries and such requests. Further, Provider is solely responsible to handle any and all Consumer claims and disputes relating to the Products it Lists and/or furnishes. Databricks will make reasonable efforts to promptly refer any such inquiries to the Provider, of which Databricks becomes separately aware.

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

Consumer Personal Data and Provider Privacy Policy

Consumer Personal Data

In connection with its use of the Marketplace, Provider (including its Affiliates supporting Provider's use of the Marketplace) may receive access to Personal Data of Consumers in connection with such Consumers' discovery, exploration, sampling, trial and/or subscription to the Products. Provider agrees that it, and all third parties and Affiliates (if/as applicable) who are provided or otherwise process the Personal Data, shall only use the Personal Data for Transactions (or other marketing communications concerning the Products, if Provider has obtained all other required Consumer consents for such additional use). In any case, Provider's use or transfer of such Personal Data shall be in accordance with Provider's public-facing privacy policy/notice(s), and applicable Data Protection Law.

Provider Privacy Policy

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

Branding/Marketing

Partner's Marketing of Program Participation

During the Term, following your acceptance into the Program you may use the Databricks Marks to market your participation in the Program and partnership with Databricks.

- When marketing your participation in the Marketplace and/or the availability of the Products you List on the Marketplace, you may refer to yourself as a "Databricks Partner", "Databricks Data Partner", "Databricks Marketplace Partner" or "Databricks Data Provider".
- References to Databricks Marks are subject to this Agreement, Databricks Trademark Guidelines and Databricks' Marketing Guidelines, as supplied or published to you. All other uses of Databricks' Marks will be subject to our prior written approval.

Databricks Marketing of Partner Participation

During the Term, following your acceptance into the Program, Databricks may use your Provider Marks in the Marketplace, our website, and our marketing materials to accurately identify you as a member of our Program, and promote your Marketplace participation and the availability of your Products in the Marketplace.

- For example, in support of your Listing activity, we will display your company name/logo as one or more "tiles" in the Marketplace. Depending on the available Listing configuration you select, we may also display the name(s)/logo(s) of Products you List. The purpose of this branding placement is so that Consumers may discover your Listing and Products, and either link to your website to learn more, or be connected to and begin a trial of your Products with you.
- Our references to your Provider Marks are subject to this Agreement, and your trademark usage guidelines as supplied or published to Databricks. All other uses of your Marks will be subject to your prior written approval. Databricks' license to use Provider Marks is non-sublicensable. However, for clarity – it shall not be deemed a violation of this provision to allow the Databricks Lakehouse platform (when sold by Azure as a Databricks Powered Service) to continue to maintain correct references to your Marks, as in-product "tiles" connecting to your Listing(s) on the Marketplace.

Marketplace Product Lifecycle

Previews

Databricks may in its sole discretion offer Provider access to Previews of the Marketplace and/or optional Updates. Participation is not obligatory. Use of Previews is without any warranty, and is solely for Provider's internal evaluation purposes.

If Provider elects to participate in a Preview, Provider will not use Previews to process Personal Data, or other data that is subject to any compliance or legal requirements. The invitation to participate in a Preview may include the communication of additional and overriding written terms that Provider agrees to by acknowledging the additional terms (email accepted) and/or by proceeding to participate in the Preview. Databricks may change or discontinue Previews at any time without notice, and may use any Feedback that Provider elects to share, in a manner consistent with the Terms. Any non-public information concerning a Preview is Databricks Confidential Information.

Updates

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

Marketplace Usage Data

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

Support

By Partner

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

By Databricks

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

Licenses and Ownership

Products

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

Listing Content

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

Marketplace

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

For clarity –

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

Some Additional Terms

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

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

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

Term and Termination

Term

The Term of this Agreement, and Provider's appointment as a member of the Databricks Data Partner Program, shall be ongoing from the date you are accepted into the Program, unless terminated earlier in accordance with the Terms.

Effect of Termination

For clarity, the following is in addition to the effects of termination stated in the Terms, and supersedes the Terms in the event of a conflict. Upon the effective date of termination,

- Provider will remove its Listing(s) from the Marketplace.
- Neither party will market itself as a partner of the other under this Program, or market Provider's or its Product(s)' availability via the Marketplace, nor enter into any agreement with a new Consumer that relies upon Provider's use of the Marketplace.
- Provider will continue to allow Consumers' continued use of purchased Products until the expiration or termination of the Consumer's subscription under the Provider/Consumer Terms.
- All provisions of the Agreement that should reasonably survive during the Wind Down Period to facilitate the orderly disposition of the partnership relationship, to support minimizing disruption of Consumers, and to avoid reputational damage to either organization, shall continue to apply.

Collaborative Wind-Down.

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

Agreements

Provider/Databricks Agreement – for Provider’s Program participation and Marketplace use

This Agreement governs Provider’s participation in the Program and use of the Marketplace. The Marketplace is not part of the Databricks Lakehouse product, however, your use of the Marketplace requires you to subscribe to and use certain features of Databricks Platform functionality (e.g., the Databricks Delta Sharing feature) to share certain Products with Consumers. The Marketplace Policies, Marketplace Documentation, this Program Overview, and the Terms govern in that order of precedence, if there is a conflict by and among such documents in connection with Provider’s use of the Marketplace.

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

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

Provider/Consumer Terms – Regarding Provider’s Products

You are solely responsible for establishing “**Provider/Consumer Terms**”, e.g. terms between you and Consumers that you deem appropriate for such Consumers’ access, sampling, trial, use, subscription, and/or licensing of your Products, or to support other Transactions you enter into with Consumers. Provider covenants that Provider/Consumer Terms will (1) explicitly state that such agreement is between Provider and the Consumer, (2) state that Provider is solely responsible for the Products including any warranties, support or disputes relating thereto, and (3) at minimum comply with legal and privacy requirements applicable to the Products in question, including requirements prohibiting the reverse-engineering of de-identified Personal Data. Databricks is not a party to or responsible under your Provider/Consumer Terms, and disclaims all liability arising from or related to such agreements. Provider acknowledges that Provider is solely responsible to enforce the Provider/Consumer Terms under which Consumers access Products, and Databricks has no obligation to monitor, limit or enforce such Consumers’ use.

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

Databricks establishes “**Databricks/Consumer Marketplace Terms**”, e.g. terms with Consumers concerning their access and use of the Marketplace, available at <https://www.databricks.com/legal/Marketplace-Consumer-Terms>. Databricks does not include grant rights or make commitments regarding use of Provider’s Products, and Provider is not a third party beneficiary of the Databricks/Consumer Marketplace Terms.

Additional Definitions

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| Consumer | An existing or potential client of Provider, who discovers, explores, and/or accesses Products through the Marketplace. |
| Customer Agreement | The separate agreement between Provider and its Licensing Entity, governing Provider's use of the Databricks Lakehouse. In the absence of such agreement, the Databricks standard terms of service apply (as found at https://www.databricks.com/legal/mcsa). |
| Databricks/Consumer Marketplace Terms | As defined in the provision entitled "Agreements", above |
| Databricks Customer | .An organization that is a current or prospective purchaser of Databricks Lakehouse. |
| Databricks Lakehouse | Databricks' industry-leading data and AI lakehouse platform, provided as software-as-a-service, excluding any professional services or support. Databricks Lakehouse includes both Databricks platform services (licensed and sold by Databricks) and Databricks "powered" services (such as Azure). |
| Databricks Marks | Our Marks (e.g. company name and logo, and/or Databricks Solution name(s) and logo(s)), in the form(s) we specify to you. |
| Licensing Entity | The party to your Customer Agreement who grants you use of the Databricks Lakehouse (e.g., either Databricks, or Microsoft Azure). |
| Listing (also, to "List") | The information which Provider makes available on the Marketplace about Provider's Products, (or the act of creating same) which may include item title, description, any applicable metadata, Provider's name, trademarks, branding, Provider's privacy policy/ies and terms of use for its Products, and other information Provider makes available to Consumers through the Marketplace. |
| Marketplace | The Databricks Solution offered by Databricks and described in the Marketplace Documentation. |
| Marketplace Documentation | The then-current technical documentation, process requirements, and usage guides for the Marketplace, made available at http://docs.databricks.com/ (or Databricks-indicated successor URL) |
| Marketplace Policies | The then-current policies applicable to Provider available at http://docs.databricks.com/ (or Databricks-indicated successor URL) |
| Personal Data | As defined in the Terms |

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| Preview | A pre-general-availability release of the Marketplace or its features (including beta or other preview version). |
| Products | <p>When used in this Program Overview, Products of Provider mean, together, either or both of the following included in Provider’s Listing(s), as the context indicates:</p> <ul style="list-style-type: none"> ● Datasets means the information, data sets and other content posted, collected, transmitted or otherwise provided or made available to Consumers or Databricks by or on behalf of Provider (including by its Authorized User) in connection with Provider’s participation in the Program, its Listing(s), and/or Provider’s other use of the Marketplace. ● Data Assets means various tools, code, or information (other than Datasets) that enable Consumers to manipulate, process, and gain insights or other value from Datasets. Examples of Data Assets may include notebooks (for Consumers who may use such notebooks with the Databricks Lakehouse), or other code or tools (such as machine learning models and dashboards) that work with Datasets separately from the Databricks Lakehouse. |
| Provider | The entity entering into this Agreement (also referred to as “you” or as “Partner” in the Terms), who publishes a Listing in the Marketplace, and makes available to Consumers the Products described in the Listing. |
| Provider/Consumer Terms | The contractual terms and conditions between Provider and a Consumer concerning Products, such as terms for the sampling and/or trial of and/or subscription to Products. |
| Provider Marks | Your Marks (e.g. company name and logo, and/or Product name(s) and logo(s)), in the form(s) you specify to Databricks. |
| Provider’s Privacy Policy | Provider’s publicly-available privacy policy/notice(s). |
| Sensitive Personal Data | Personal Data that is not publicly available and includes or reveals any of the following: Social Security number, driver’s license, state identification card, tax identification number, passport number, military identification number, or other unique identification number issued on a government document commonly used to verify the identity of a specific individual; account log-in, financial account, debit card or credit card number in combination with any required security or access code, password, or credentials allowing access to an account; economic position; consumer reports (as defined under the Fair Credit Reporting Act); precise geolocation; contents of mail, email, and text messages; racial or ethnic origin, political opinions, religious or philosophical beliefs, or citizenship or immigration status; trade union membership; genetic data; biometric data, such as a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry; health or medical data; health insurance information; data concerning a natural person’s sex life or sexual orientation; or Personal Data of children under 16 years of age; and (ii) any similar terms defined under data protection laws, such as ‘sensitive personal data’ or ‘sensitive personally identifiable information’ |

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

Terms The Databricks Partner Program Terms and Conditions at www.databricks.com/partnertcs

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