

STREAMSETS, INC. ENTERPRISE SUBSCRIPTION TERMS

These Enterprise Terms are part of a legal agreement (the “Agreement”) between the person or entity agreeing to these terms (“Customer”) and StreamSets, Inc., a Delaware corporation, and includes these Enterprise Terms, any terms expressly incorporated herein by reference, and any terms in a fully executed ordering document that incorporates these StreamSets Enterprise Terms (an “Order Schedule”). This Agreement is effective as of the date the Order Schedule is fully executed (the “Effective Date”).

The following terms apply to subscriptions for all StreamSets Products (as defined below):

1. Definitions. For the purposes of this Agreement, including exhibits hereto, the following terms will have the following meanings:

1.1 “Affiliate” means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights or controls or is under common control with that legal entity. “Control” means the direct or indirect possession of the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by management agreement, by contract, or otherwise. Any such entity shall be considered an Affiliate for only such time as such interest or control is maintained.

1.2 “Customer” means the entity agreeing to this Agreement pursuant to an Order Schedule.

1.3 DataFlow Performance Manager (DPM) means the proprietary StreamSets Software which is offered as a cloud based (SaaS) product at cloud.streamsets.com (“Cloud Service”) or which may be deployed on a Customer’s private cloud or on premise.

1.4 “Intellectual Property Rights” means all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.

1.5 “Node” means any computer apparatus where data is stored; or consumed by data processing or analytics workloads like SQL/Search/MapReduce/etc.; or consumed by applications that operate directly on this data and addressable by a

unique network identifier such as a Fully Qualified Domain Name or Internet Protocol (IP) address.

1.6 “Order Schedule” means the document provided by StreamSets and agreed to by Customer indicating StreamSets Products for which a subscription is purchased, quantity, price and term.

1.7 “Services” means training, consulting or other services (other than Support Services) specified in an Order Schedule.

1.8 “StreamSets Data Collector™” means the open source StreamSets Product licensed under Apache 2.0, as set forth in the applicable Order Form for a Subscription Period.

1.9 “StreamSets Products” means the StreamSets Data Collector (SDC), DataFlow Performance Manager (DPM), and the StreamSets Software along with Support Services and/or other Services from StreamSets subject to the terms of this Agreement and made available to Customer by StreamSets as specified in the applicable Order Schedule, including error corrections, modifications and updates to such items, and including the Documentation. StreamSets Products do not include, and StreamSets does not warrant or support, any software obtained from a source other than StreamSets. “Documentation” means the materials available at <http://www.streamsets.com/docs>, as amended from time to time. “Support Services” means the services described in the StreamSets Support Policy available at <http://www.streamsets.com/support-policy>, as amended from time to time.

2.0 “StreamSets Software” means the proprietary StreamSets Software Products set forth in the applicable Order Schedule for a Subscription Period.

2.1 “Subscription Period” means a one-year period, or another term as may be set forth in the applicable Order Schedule. The initial Subscription Period commences upon the Effective Date unless otherwise stated on a purchase order or Order Schedule.

2.2 “Third Party Software” means any software owned by a third party as identified in the ‘THIRDPARTYLICENSE.TXT’ file or any similarly labeled file included with the StreamSets Products.

2. License.

2.1 Grants. Subject to the terms and conditions of this Agreement, StreamSets grants to Customer a non-exclusive, non-transferable, non-sublicensable, revocable and limited license to access, use and reproduce the StreamSets

Products as identified in the applicable Order Form, for the duration of the Subscription Period, solely for Customer's internal purposes.

2.2 Restrictions. Except as otherwise expressly set forth in this Agreement, Customer may not: (i) modify, disclose, alter, translate or create derivative works of the StreamSets Products; (ii) license, sublicense, resell, distribute, lease, rent, host as a service bureau, lend, transfer, assign or otherwise dispose of the StreamSets Products; (iii) use the StreamSets Products, or allow the transfer, transmission, export or re-export of the StreamSets Products or any portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, OFAC, or any other government agency; (iv) disassemble, decompile or reverse engineer any of the StreamSets Products; or (v) cause or permit any other party to do any of the foregoing. In addition, Customer will not remove, alter or obscure any proprietary notices in the StreamSets Products including copyright notices, or permit any other party to do so.

2.3 Ownership and Reservation of Rights. As between the parties and subject to Section 2.1, StreamSets will own all right, title and interest in and to (i) the StreamSets Software, (ii) the StreamSets Data Collector, (iii) all modifications to and derivative works of the StreamSets Products made by StreamSets, and (iv) any and all Intellectual Property Rights embodied in the foregoing. StreamSets reserves all rights not expressly granted in this Agreement, and no licenses are granted by StreamSets to Customer under this Agreement, whether by implication, estoppel or otherwise, except as expressly set forth in this Agreement. Customer hereby assigns to StreamSets all right, title and interest in and to all recommendations or ideas for improvements or enhancements to the Software submitted to StreamSets by Customer or its personnel and any other improvements, enhancements or derivative works for the Software created by Customer. Nothing in this Agreement shall be deemed to prohibit StreamSets from using for any purpose any general knowledge, skills, techniques or methods it learns in the course of performing Services.

2.4 Affiliate Use. An Affiliate of Customer may access and use the StreamSets Products licensed by Customer under an applicable Order Schedule provided that: (i) such Affiliate agrees in writing with Customer to be bound by and accepts all of the obligations imposed upon Customer under this Agreement (other than payment obligations for which Customer is solely responsible to StreamSets unless the Affiliate enters into a separate Order Schedule with StreamSets); (ii) Customer agrees to be responsible for the acts and omissions of such Affiliate in relation to the Agreement; (iii) the Affiliate is not a StreamSets customer under separate contract, nor actively engaged with StreamSets in discussions for the

purchase of StreamSets Products at the time an Order Schedule is executed pursuant to this Agreement; (iv) the Affiliate is not a direct competitor of StreamSets; and (v) all of Customer's obligations under the Agreement and the Order Schedule shall remain in force and undiminished.

3. StreamSets' Obligations.

3.1 Delivery. Upon StreamSets' acceptance of Customer's Order Schedule, StreamSets will, at its expense, make the StreamSets Products available for download by Customer. The StreamSets Products will be deemed delivered when the electronic download is available.

3.2 Services. If Customer orders Services (other than Support Services) StreamSets provides all Services according to the Service Terms at www.streamsets.com/services-terms , as updated or amended from time to time. This Agreement also applies to the Service Terms.

3.3 Cloud Delivery. Upon StreamSets' acceptance of Customer's Order Schedule, StreamSets will, at its expense, (a) make the Cloud Service available to Customer pursuant to the Agreement and the Customer's Order Schedule, (b) use commercially reasonable efforts to make the Cloud Service available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which StreamSets shall give advance electronic notice as provided in the Documentation), and (ii) any unavailability caused by circumstances beyond StreamSets reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labour problem (other than one involving StreamSets employees), Internet service provider failure or delay, or denial of service attack.

4. Fees and Payment.

4.1 Fees. Customer will pay all fees and any applicable Taxes (the "Fees") as specified in the Order Schedule. If the due date is not otherwise specified in the Order Schedule, all Fees are due 30 days from the invoice date. All Subscription Fees are irrevocable and non-refundable. Unless otherwise specified in the Order Schedule, all Fees are in U.S. dollars.

4.2 Taxes. Customer is responsible for any duties, customs fees, or taxes (other than StreamSets' net U.S. income tax) associated with the purchase of the StreamSets Products (including any related penalties or interest) ("Taxes"), and shall pay the listed fees without deduction for Taxes.

4.3 Inspection. During the term of this Agreement and for one year thereafter, but no more than once in a 12 month period and on not less than 30 days' notice, **Customer shall permit StreamSets or its designated agent to inspect** Customer's facilities and records to verify Customer's compliance with the Agreement. **StreamSets at its option may require that an executive officer of Customer certify in writing to Customer's compliance with this Agreement.**

4.4 Delinquencies. Any late payments will accrue late charges at the rate of **1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.**

5. Confidentiality and Publicity.

5.1 Confidentiality. "**Confidential Information**" means all information disclosed (whether in oral, written, or other tangible or intangible form) by one party or its Affiliate (the "**Disclosing Party**") to the other party or its Affiliate (the "**Receiving Party**") concerning or related to this Agreement or the Disclosing Party (whether before, on or after the Effective Date) that is characterized as Confidential Information at the time of disclosure or within a reasonable time after disclosure or which the Receiving Party should have considered to be confidential under the circumstances surrounding the disclosure. The Receiving Party will, during the term of this Agreement and for three (3) years thereafter, use the same degree of care to maintain the confidence of the Confidential Information of the Disclosing Party that it uses to maintain the confidence of its own Confidential Information, but in no event less than reasonable care. Any Confidential Information of the Disclosing Party will be used by the Receiving Party solely for the purpose of carrying out the Receiving Party's obligations under this Agreement. In addition, the Receiving Party will not reproduce Confidential Information disclosed by the Disclosing Party, in any form, except as required to accomplish the Receiving Party's obligations under this Agreement. Confidential Information will not include information that: (a) is in or enters the public domain without breach of this Agreement and through no fault of the Receiving Party; (b) the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party; (c) the Receiving Party can demonstrate was developed by the Receiving Party independently and without use of or reference to the Disclosing Party's Confidential Information; or (d) the Receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation. The Receiving Party may disclose Confidential Information to the extent compelled to do so pursuant to a judicial or legislative order or proceeding; provided that, to the extent permitted by applicable law, the Receiving Party provides to the Disclosing Party prior notice of the intended

disclosure and an opportunity to respond or object to the disclosure or if prior notice is not permitted by applicable law, prompt notice of such disclosure; and provided further that the Receiving Party must limit the scope of Confidential Information that is disclosed to only that which is required to be disclosed by the applicable order or proceeding. The parties agree that damages would be an inadequate remedy in the event of a breach of this Section 5.1. Therefore, the parties agree that a party is entitled, in addition to any other rights and remedies otherwise available, to seek injunctive and other equitable relief in the event of a breach or threatened breach by the other party of this Section 5.1.

5.2 Personally Identifiable Information. Subject to applicable law, in connection with the performance of this Agreement and Customer's use of the **StreamSets Products**, (i) StreamSets agrees that it will not require Customer to deliver to StreamSets any personally identifiable information (as defined by the National Institute of Standards and Technology) ("**PII**") and (ii) Customer agrees not to deliver any PII to StreamSets.

5.3 Publicity. The parties may agree from time to time to collaborate on any or all of the following co-marketing deliverables: inclusion of Customer's name and logo on StreamSets' web site and public customer lists; publication of a press release describing Customer's election to use the **StreamSets Products**; and/or publication of a written or video success story, describing Customer's use of the **StreamSets Products**. StreamSets will not publish any deliverables under this Section 5.3 without Customer's express prior written approval, which may for the purposes of this section only, be provided via e-mail.

5.4 Protection of Cloud Service. StreamSets will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data held within the Cloud Service, as described in the Documentation. These safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by StreamSets personnel except (a) to provide the Cloud Service and prevent or address service or technical problems, (b) as compelled by law pursuant to a judicial or legislative order or proceeding, or (c) as expressly permitted by Customer in writing.

6. Representations and Warranties; Disclaimer.

6.1 General Representations and Warranties. Each party represents and warrants that: (i) it is validly existing and in good standing under the laws of the place of its establishment or incorporation; (ii) it has full corporate power and authority to execute, deliver and perform its obligations under this Agreement;

(iii) the person signing this Agreement (or an Order Schedule adopting this Agreement) on its behalf has been duly authorized and empowered to enter into this Agreement; and (iv) this Agreement is valid, binding and enforceable against it in accordance with its terms.

6.2 Software Warranty. StreamSets warrants, for thirty (30) days following the Effective Date, that the StreamSets Products will perform substantially in accordance with the accompanying documentation. StreamSets' warranty is conditioned upon: (a) Customer using the StreamSets Products in accordance with the documentation and other instructions provided by StreamSets; (b) Customer not altering or modifying the StreamSets Products, without StreamSets' prior written approval; and (c) Customer notifying StreamSets in writing of the claimed nonconformity within thirty (30) days from the Effective Date. As StreamSets' sole liability and Customer's sole remedy with respect to the StreamSets Products' non-conformance with the limited warranty set forth in this Section 6.1, StreamSets may at its option: (i) use reasonable efforts to correct the StreamSets Product to make it conform substantially with the specifications set forth in the documentation; (ii) replace the StreamSets Product; or (iii) require Customer to return the StreamSets Product to StreamSets, and refund the Subscription Fee payment and terminate this Agreement. THE ABOVE WARRANTY IS ONLY APPLICABLE TO A STREAMSETS PRODUCT WHICH IS PART OF A SUPPORTED RELEASE AND NOT ANY OTHER VERSIONS (BETA OR OTHERWISE).

6.3 Disclaimer. EXCEPT FOR THE EXCLUSIVE WARRANTIES SET FORTH IN SECTION 6.1 AND 6.2, STREAMSETS PROVIDES THE STREAMSETS PRODUCTS AND ANY OTHER DELIVERABLES "AS IS" AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS (WHETHER EXPRESS, IMPLIED OR STATUTORY) INCLUDING WITHOUT LIMITATION ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, STREAMSETS DOES NOT REPRESENT OR WARRANT THAT THE STREAMSETS SOFTWARE OR STREAMSETS PRODUCTS OR DELIVERABLES WILL OPERATE PROPERLY WITH ANY OTHER HARDWARE OR SOFTWARE, THAT THE FOREGOING WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS OR THAT OPERATION OF THE FOREGOING WILL BE UNINTERRUPTED OR ERROR-FREE.

7. Indemnification Obligations.

7.1 StreamSets Indemnification Obligations. StreamSets will defend Customer against any third party claim, action, proceeding or suit ("**Claim**"), that the StreamSets Products infringes or misappropriates the U.S. patents or other intellectual property rights of such third party and will pay for the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction or agreed to in settlement by StreamSets provided that Customer: (a) gives StreamSets prompt notice of the Claim; (b) grants StreamSets sole control of the defense and settlement of the Claim; and (c) provides reasonable cooperation and assistance in the defense or settlement of the Claim. StreamSets may also, at StreamSets' option and at StreamSets' expense: (i) obtain the right for Customer to continue to exercise the license granted to Customer under this Agreement; (ii) modify the StreamSets Products to make it non-infringing; or (iii) terminate this Agreement and refund any unused fees paid by Customer for the period after termination. StreamSets' indemnification obligations do not extend to Claims arising from or relating to: (1) Third Party Software, or any use of the StreamSets Products in combination with any equipment, software, data or any other materials not supplied by StreamSets; (2) any modification to the StreamSets Products not made by StreamSets; (3) the use of the StreamSets Products in a manner contrary to the terms of this Agreement; or (4) the continued use of the StreamSets Products after StreamSets has provided substantially equivalent non-infringing StreamSets Products.

7.2 Customer's Indemnification Obligations. Customer will indemnify, defend and hold StreamSets and its directors, officers, employees, suppliers, consultants, contractors, and agents ("**StreamSets Indemnitees**") harmless from and against any and all actual or threatened suits, actions, proceedings (at law or in equity), claims (groundless or otherwise), damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorney fees, costs, penalties, interest and disbursements) resulting from any claim (including third-party claims), suit, action, or proceeding against any StreamSets Indemnitees, whether successful or not, caused by, arising out of, resulting from, attributable to or in any way incidental to: (a) any breach of this Agreement by Customer; (b) the negligence or willful misconduct of Customer; or (c) the data and information used by or for Customer in connection with or generated by the use of the Software.

8. Limitation of Liability.

8.1 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR

CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, EXCEPT FOR CLAIMS ASSERTING NON-PAYMENT OF FEES OWED, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO STREAMSETS UNDER THIS AGREEMENT IN THE 12 MONTHS IMMEDIATELY PRIOR TO THE ACCRUAL OF THE FIRST CLAIM.

8.2 THE LIMITATIONS OF LIABILITY IN THE SECOND SENTENCE OF SECTION 8.1 WILL NOT APPLY WITH RESPECT TO (I) ANY ACTS OF FRAUD OR WILLFUL MISCONDUCT, (II) BREACHES OF SECTIONS 2.1, 2.2 OR 2.3 OR (III) INDEMNIFICATION OBLIGATIONS; PROVIDED, HOWEVER, THAT, NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THIS AGREEMENT, STREAMSETS' LIABILITY WITH RESPECT TO ITS DEFENSE AND INDEMNIFICATION OBLIGATIONS FOR ANY SOFTWARE AVAILABLE UNDER AN OPEN SOURCE LICENSE WILL NOT EXCEED TWO TIMES THE AMOUNT PAID BY CUSTOMER TO STREAMSETS IN THE 24 MONTHS IMMEDIATELY PRIOR TO THE ASSERTION OF THE CLAIM. THIS SECTION 8 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. Term and Termination.

9.1 Term and Termination. Unless terminated as provided in this Agreement, the term of this Agreement will commence on the Effective Date and continue for the first Subscription Period. Thereafter, this Agreement may be renewed and the term extended for one or more additional Subscription Periods upon the mutual agreement of the parties. Either party may terminate this Agreement for cause: (i) if the other party breaches this Agreement and does not remedy such failure within 30 days after its receipt of written notice of such breach; or (ii) if the other party terminates its business activities or becomes insolvent, admits in writing to inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority.

9.2 Effect of Termination. Upon any expiration or termination of this Agreement: (i) all rights and licenses granted to Customer under this Agreement will immediately terminate; and (ii) each of Customer and StreamSets will promptly return to one another all of the

other party's Confidential Information then in its possession or destroy all copies of Confidential Information, at the other party's sole discretion and direction, **provided, however, that each party may retain sufficient copies of the Confidential Information of the other party solely as may be required for compliance with applicable law, and provided that such retained Confidential Information remains subject to the requirements of Section 5 and used for no other purpose. Each of Customer and StreamSets will immediately confirm in writing that it has complied with Section 9.2(ii) if requested by the other party. The following Sections will survive any expiration or termination of this Agreement: 1, 2.2, 2.3, 4, 5, 6.3, 7 (solely to the extent that a Claim is raised based on use during an active Subscription Period, and limited to damages accrued during the Subscription Period), 8, 9.2 and 10. Notwithstanding any terms to the contrary in any agreement by and between Customer and StreamSets, if StreamSets terminates an agreement (pursuant to the terms of such agreement), such termination (unless otherwise specified by StreamSets) will constitute a termination of all other agreements by and between Customer and StreamSets.**

10. Insurance.

During the term of this Agreement, StreamSets will maintain at least the following levels of insurance coverage: (1) general commercial liability of \$1 million per occurrence, \$2 million aggregate for bodily injury and property damage; (2) automotive, hired and non-owned liability of \$1 million; (3) errors and omissions of \$2 million per claim and in the aggregate; and (4) workers' compensation meeting statutory limits.

11. General Provisions.

11.1 Entire Agreement. This Agreement sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into this Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, or representation or warranty, except those expressly set out in this Agreement. The terms located at a URL referenced in this Agreement are hereby incorporated by this reference. After the Effective Date, StreamSets may provide Customer with an updated URL in place of any URL in this Agreement. Customer agrees that its purchase of a Subscription is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by StreamSets, including any roadmaps or target release dates, with respect to future functionality or features.

11.2 Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies.

11.3 Export Controls. Customer agrees to comply with all export and re-export restrictions and regulations of the Department of Commerce and any other United States or foreign agencies and authorities in connection with Customer's use of the StreamSets Products. In particular, but without limitation, the StreamSets Software may not, in violation of any laws, be exported or re-exported: (1) into any U.S. embargoed country; or (2) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. Customer represents and warrants that Customer and its Affiliates are not located in, under the control of, or a national or resident of any such country or on any such list.

11.4 Assignment. Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned or delegated by Customer, by operation of law or otherwise, without the prior written consent of StreamSets, and any attempted transfer, assignment or delegation without such consent will be void and without effect; provided that Customer may assign this Agreement, including all rights and duties under this Agreement, to any of its Affiliates, provided that such Affiliate agrees in writing to assume all obligations of Customer hereunder, and that such Affiliate is, in the sole judgment of StreamSets, adequately capitalized and credit-worthy. StreamSets may freely transfer, assign or delegate this Agreement or its rights and duties under this Agreement. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns.

11.5 Third Party Software. Notwithstanding any terms to the contrary in this Agreement, Customer acknowledges and agrees that: (i) the StreamSets Products may contain Third Party Software; and (ii) Customer agrees that, in addition to the terms of this Agreement, use is further subject to the terms of such third party licenses applicable to the Third Party Software referenced in Section 1.11. Further, Customer hereby acknowledges that such third party suppliers disclaim and make no representation or warranty with respect to such Third Party Software or any portion thereof, and assume no liability for any claim that may arise with respect to such Third Party Software or Customer's use or inability to use the same.

11.6 Amendments and Waivers. No modification, addition or deletion or waiver of any rights under this Agreement will be binding on a party unless made in writing, clearly understood by the parties to be a modification or waiver and signed by a

duly authorized representative of each party. No failure or delay (in whole or in part) on the part of a party to exercise any right or remedy hereunder will operate as a waiver thereof or effect any other right or remedy. Except as otherwise expressly set forth herein, all rights and remedies hereunder are cumulative and are not exclusive of any other rights or remedies provided hereunder or by law. The waiver of one breach or default or any delay in exercising any rights will not constitute a waiver of any subsequent breach or default.

11.7 Notice. Any notice or communication required or permitted to be given hereunder must be in writing signed or authorized by the party giving notice, and may be delivered by hand, deposited with an overnight courier, sent by email to a confirmed address identified in an Order Schedule, confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party as identified on an Order Schedule to this Agreement or at such other address as may hereafter be furnished in writing by either party to the other party. Such notice will be deemed to have been given as of the date it is delivered.

11.8 Force Majeure. Except for payment obligations, neither party will be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to Acts of God, government actions, war, civil disturbance, insurrection, sabotage, labor shortages or disputes, subcontractors, transportation difficulties or shortage of energy, raw materials or equipment. In the event of any such delay the date of delivery will be deferred for a period equal to the time lost by reason of the delay.

11.9 Section Headings. The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

11.10 Attorneys' Fees. In any action to enforce this Agreement, the prevailing party will be entitled to costs and attorneys' fees from the non-prevailing party.

11.11 Governing Law; Arbitration. This Agreement will be governed in accordance with the laws of the State of California, without reference to conflict of laws principles. Any dispute arising under or relating to this Agreement will be resolved exclusively by arbitration under the Commercial Arbitration Rules of the American Arbitration Association, with the venue of any such arbitration proceeding to be in San Francisco, California or such other location as may be agreed by the Parties in writing. The arbitrator for any dispute will be selected according to the Commercial Arbitration Rules of the American Arbitration Association, and will have experience with technology license agreements. The

award rendered by the arbitrator will be final, will identify a winning Party, and judgment may be entered upon the award in accordance with applicable law in any court having jurisdiction thereof. The fees and expenses of the arbitrator will be shared by the Parties. Notwithstanding the foregoing, StreamSets may seek injunctive or other equitable relief in connection with any matter based upon or arising out of this Agreement in any forum having proper legal jurisdiction over such matter.

11.12 Government Contracts. If Customer is a unit or agency of the United States Government, the following applies: The StreamSets Software is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in Subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19 when applicable, or in Subparagraph 252.227-7013 (c)(1)(ii) of the Rights in Technical Data and Computer Software at DFARS, and in similar clauses in the NASA FAR Supplement.

11.13 Severability. If any provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of this Agreement will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled.

11.14 Conflicting Terms. If there is a conflict among the documents that make up this Agreement, the documents will control in the following order: the Order Schedule, these Enterprise Terms, and the terms located at any URL referenced in these Enterprise Terms.