



Manufacturer Commercial Terms and Conditions

Effective Date: 10/20/2022

Commercial Terms and Conditions for all Products and Services offered by Manufacturer.

**STREAMSETS, INC.
MASTER SUBSCRIPTION AGREEMENT
(FEDERAL END USER)**

Customer Name	The Ordering Activity is identified on the Federal order to the prime contractor
Agreement No.	
Effective Date	As set forth in the order to the prime contractor

AGREEMENT

This Master Subscription Agreement ("**Agreement**") is entered into by and between StreamSets, Inc. ("**StreamSets**") and the Federal government customer specified on the order ("**Order Form**") to the prime contractor ("**Customer**") and is effective as of the date specified on the order (the "**Effective Date**"). The Agreement consists of the terms and conditions set forth below and any attachments or exhibits identified below.

This Agreement sets forth the basic terms and conditions under which Products (as defined below) and Professional Services (as defined below) will be provided to Customer. This Agreement shall govern Customer's initial purchase on the Effective Date as well as any future purchases made by Customer under a prime contract that references this Agreement.

OVERVIEW

StreamSets Products are designed to enable Customer to configure, run, manage and monitor Data Pipelines between Customer's selected Endpoints. Customer configures Data Pipelines using Data Tools and views and analyzes Customer Metadata collected from Data Pipelines using Management Tools. Data Tools are deployed as Software, while Management Tools may be deployed as Software or used as a Service. StreamSets may receive Customer Metadata or Usage Data through operation of the Products but does not receive any of Customer's Pipeline Data.

1. DEFINITIONS

"**Customer Metadata**" means technical data relating to Customer's use of the Service (such as Endpoint identities, Data Pipeline configurations or number or size of records, error rate, throughput, memory utilization or other attributes of Customer's Pipeline Data) or otherwise collected by the Service or submitted by or on behalf of Customer to the Service. Customer Metadata excludes Pipeline Data or Usage Data.

"**Customer Systems**" means computers, servers, hardware or other systems (whether real or virtual) controlled by, or operated for the benefit of, Customer.

"**Data Pipeline**" has the meaning set forth in Section 3.1 (Configuration of Data Pipelines).

"**Data Tools**" means Software which, among other features, configures and runs Data Pipelines and collects Customer Metadata. As of the Effective Date, Data Tools include StreamSets Data Collector and SDC Edge.

"**Documentation**" means the technical user documentation provided with the applicable Product.

"**Endpoint**" means the origin or destination point for Pipeline Data.

"**Laws**" means all applicable local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data privacy and data transfer, international communications and the exportation of technical or personal data.

"**Maintenance**" has the meaning set forth in Exhibit A (Support Policy).

"**Management Tools**" means Products other than Data Tools. As of the Effective Date, Management Tools include StreamSets Control Hub, Dataflow Performance Manager and Data Protector.

"**Pipeline Data**" means the data streaming through a Data Pipeline.

"**Products**" means the Software and Service.

"**Professional Services**" has the meaning set forth in Section 12 (Professional Services).

"**Scope of Use**" means any core, processor, node, Endpoint or other scope of use restrictions set forth in the applicable Order Form.

"**Service**" means the specific StreamSets proprietary software-as-a-service solution(s) identified on the applicable Order Form.

“Software” means the specific StreamSets proprietary software product(s), including any related software development kits, identified on the applicable Order Form. Software shall also include any Maintenance releases of the same Software product provided to Customer under this Agreement.

“Support” has the meaning set forth in Exhibit A (Support Policy).

“Usage Data” means technical, log, usage and other data related to Customer’s general use of a Product, such as the Product version and the number and running duration of active Data pipelines (but excluding Customer Metadata or Pipeline Data).

2. STREAMSETS PRODUCTS

2.1. Provision of Products. Each Product is provided on a subscription basis for a set term designated on the Order Form (each, a **“Subscription Term”**). StreamSets may also offer Professional Services related to certain Products. Customer shall purchase and StreamSets shall provide the specific Products and related Professional Services (if any) as specified in the applicable Order Form.

2.2. Deployment Model. StreamSets offers certain Products as Software and certain Products as a Service. In the event the same Product is offered as either Software or a Service, Customer may use only the version (Software or Service) specified for Customer on the applicable Order Form. Customer may not convert between Software and Service versions of a Product, and StreamSets disclaims any warranty that the Products will operate in any particular deployment configuration other than as specified on an Order Form. For clarity, references in this Agreement to use of a Product not purchased by Customer do not apply to Customer. As of the Effective Date, Data Tools are offered only as Software and Management Tools are offered as either Software or as a Service.

2.3. Access to the Service. Subject to all of the terms and conditions of this Agreement, during the Subscription Term, Customer may access and use the Service solely for its own benefit, but only in accordance with (a) this Agreement, (b) the Documentation and (c) the Scope of Use. Use of and access to the Service is permitted only by employees of Customer (**“Permitted Users”**). If Customer is given passwords to access the Service, Customer shall require that all Permitted Users keep user ID and password information strictly confidential and not share such information with any unauthorized person. Customer shall be responsible for any and all actions taken using Customer’s accounts and passwords and for disabling access to the Service by any Permitted User who is no longer an employee of Customer.

2.4. License to Software. Subject to all of the terms and conditions of this Agreement, during the Subscription Term, StreamSets grants to Customer a non-transferable, non-sublicensable, non-exclusive license to install and use the object code form of the Software on Customer Systems solely for its own benefit, but only in accordance with (a) this Agreement, (b) the Documentation and (c) the Scope of Use. The Software may only be used by Permitted Users. For clarity, while StreamSets may separately make available software under open source license agreements (**“StreamSets Open Source”**), any Software provided under this Agreement is governed solely by the terms

of this Agreement and not the terms of any open source license for StreamSets Open Source.

2.4.1. Installation and Copies. Customer may install Software on any Customer System for use and access by Permitted Users. Subject to any Scope of Use, Customer may make a reasonable number of copies of the Software, including for its back-up and archival purposes.

2.5. Contractors and Affiliates. Customer may permit its independent contractors and consultants who are not competitors of StreamSets (**“Contractors”**) and Affiliates (as defined below) to serve as Permitted Users, provided Customer remains responsible for compliance by each such Contractor or Affiliate with all of the terms and conditions of this Agreement and any such use of any Product by such Contractor or Affiliate is for the sole benefit of Customer. Use of any Product by the Affiliates, Contractors and Customer in the aggregate must be within the Scope of Use. **“Affiliate”** means any entity under the control of Customer where **“control”** means ownership of or the right to control greater than 50% of the voting securities of such entity.

2.6. General Restrictions. Customer shall not (and shall not permit any third party to): (a) provide access (including as a service) to any Product to a third party; (b) use any Product to provide or develop, or incorporate any Product into, any other product or service; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code, underlying ideas, algorithms, file formats or non-public APIs to any Product, except to the extent expressly permitted by applicable law (and then only upon advance notice to StreamSets); (d) copy or modify any Product or any Documentation, or create any derivative work from any of the foregoing; (e) remove or obscure any proprietary or other notices contained in any Product (including any reports or data printed from any Product); or (f) publicly disseminate information regarding the performance of any Product.

2.7. Trial Subscriptions. If Customer receives free access or a trial or evaluation subscription to the Product (a **“Trial Subscription”**), then Customer may use the Product in accordance with the terms and conditions of this Agreement for a period of thirty (30) days or such other period granted by StreamSets (the **“Trial Period”**). Trial Subscriptions are permitted solely for Customer’s internal testing and evaluation purposes. Certain Trial Subscriptions may include pre-release and beta products (**“Beta Releases”**). Trial Subscriptions may not include all functionality and features accessible as part of a paid Subscription Term, and Beta Releases may be inoperable, incomplete, or contain more errors and bugs than a generally available Product. StreamSets makes no promises that any Beta Releases will ever be made generally available. All information regarding the characteristics, features or performance of Beta Releases constitutes StreamSets’ Confidential Information. If Customer does not enter into a paid Subscription Term, this Agreement and Customer’s right to access and use the Product will terminate at the end of the Trial Period. StreamSets has the right to terminate a Trial Subscription at any time for any reason. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, STREAMSETS WILL HAVE NO WARRANTY, INDEMNITY, DATA ARCHIVING, OR SUPPORT OBLIGATIONS WITH RESPECT TO TRIAL SUBSCRIPTIONS.

2.8. Delivery of Software and Documentation. All Software and Documentation shall be delivered by electronic means unless otherwise specified on the applicable Order Form.

3. DATA PIPELINES

3.1. Configuration of Data Pipelines. Data Tools enable Customer to configure and run processes that transport Pipeline Data between Endpoints (a “**Data Pipeline**”). Endpoints may be (a) internal to Customer or (b) services or data sources provided by third parties. Customer must have its own valid accounts for third-party Endpoints and is solely responsible for complying with any terms of service, privacy policies or other agreements governing third-party Endpoints (“**Third-Party Endpoint Terms**”). StreamSets is not responsible or liable for any Endpoints. The Endpoints supported by the Products are specified in the Documentation, however Customer acknowledges and agrees that StreamSets’ ability to maintain integrations with such Endpoints is dependent on the providers of such Endpoints enabling such integrations. StreamSets may disable previously supported Endpoints at any time, provided that StreamSets will use reasonable efforts to provide advance notice of such disablement via updates to the Documentation where practicable.

3.2. No StreamSets Access to Pipeline Data. Customer acknowledges that Data Tools are deployed only within Customer Systems and that no Pipeline Data is transmitted, stored or processed by the Service or StreamSets. StreamSets has no responsibility or liability for Pipeline Data, including for security. For clarity, whether a Management Tool is deployed as Software or used as a Service, all Pipeline Data remains in Customer Systems and is not transmitted to StreamSets.

4. DATA

4.1. Rights in Customer Metadata. As between the parties, Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Metadata. Subject to the terms of this Agreement, Customer hereby grants to StreamSets a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and display the Customer Metadata solely to the extent necessary to provide the Service to Customer.

4.2. Archives and Backups of Customer Metadata. StreamSets does not provide an archiving service. StreamSets agrees only that it shall not intentionally delete any Customer Metadata from the Service prior to termination of Customer’s applicable Subscription Term. Customer is responsible for creating its own backups of Customer Metadata. StreamSets expressly disclaims all other obligations with respect to maintaining archives or backups of Customer Metadata.

4.3. Customer Responsibilities. Customer is solely responsible for the accuracy, content and legality of all Customer Metadata and agrees to comply with all Laws in its use of the Products. Customer represents and warrants to StreamSets that Customer has all necessary rights, consent and permissions to collect, share and use Customer Metadata as contemplated in this Agreement (including granting StreamSets the rights in Section 4.1 (Rights in Customer Metadata) above), without violation or infringement of (i) any third party intellectual property, publicity, privacy or other rights, (ii) any Laws or (iii) any Third-Party Endpoint Terms.

4.4. Usage Data. StreamSets collects Usage Data from the Service. In addition, Customer may elect to have the Software automatically send Usage Data to StreamSets. Notwithstanding anything to the contrary in this Agreement, Customer agrees that StreamSets may collect and use Usage Data to improve, operate and support any Product and for any other business purpose during and after the term of this Agreement. StreamSets will not disclose Usage Data externally unless it has been (i) de-identified so that it does not individually identify Customer, its Permitted Users or any other person or entity and (ii) aggregated with similar data across other StreamSets customers.

5. SECURITY. StreamSets agrees to use commercially reasonable technical and organizational measures designed to prevent unauthorized access, use, alteration or disclosure of the Service or Customer Metadata. However, StreamSets shall have no responsibility for errors in transmission, unauthorized third-party access or other causes beyond StreamSets’ control.

6. OWNERSHIP.

6.1. StreamSets Technology. This is a subscription agreement for access to and use of the Products. Customer acknowledges that it is obtaining only a limited right to use the Products and that irrespective of any use of the words “purchase”, “sale” or like terms in this Agreement no ownership rights are being conveyed to Customer under this Agreement. Customer agrees that StreamSets and its suppliers have and will retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Products, Documentation, Professional Services deliverables and any and all related and underlying technology and documentation; and any and all copies, modifications, improvements and derivative works thereof, including as may incorporate Feedback (collectively, “**StreamSets Technology**”). Except as expressly set forth in this Agreement, no rights in any StreamSets Technology are granted to Customer.

6.2. Feedback. Customer, from time to time, may submit comments, questions, suggestions or other feedback relating to any StreamSets product or service to StreamSets (“**Feedback**”). StreamSets may freely use or exploit Feedback in connection with any of its products or services.

7. SUBSCRIPTION TERM, FEES & PAYMENT

7.1. Subscription Term and Renewals. the Subscription Term shall be as stated in the Order Form. Customer renewals will be ordered through a prime contractor.

7.2. Fees and Payment. All fees are as set forth in the applicable Order Form between the prime contractor and Customer.

7.3. Suspension of Service. Without limiting StreamSets’ termination or other rights hereunder, StreamSets reserves the right with notice (email sufficient) to suspend Customer’s access to the Service (and any related services) in whole or in part, without liability to Customer: (i) for Customer’s breach of Sections 2.6 (General Restrictions) or 4.3 (Customer Responsibilities); or (ii) to prevent harm to other customers or third parties or to preserve the security, availability or integrity of the Service. Unless this Agreement has been terminated, StreamSets will restore Customer’s access to the Service

promptly after StreamSets verifies that Customer has resolved the issue requiring suspension.

8. TERM AND TERMINATION

8.1. Term. This Agreement is effective as of the Effective Date and expires on the date of expiration or termination of the Subscription Term set forth in the Order Form.

8.2. Termination for Cause. Either party may terminate this Agreement (including all related Order Forms) if the other party (a) fails to dispute or cure any material breach of this Agreement within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter). If the Customer is a Federal agency, then in the event of a dispute regarding a material breach, the dispute will be subject to the Contract Disputes Act.

8.3. Effect of Termination. Upon any expiration or termination of this Agreement, (a) Customer's right to use the Products (including its license to any Software) terminates, (b) Customer shall immediately cease any and all use of and access to the Products and (c) Customer shall delete (or, at StreamSets' request, return) any and all copies of the Software, Documentation, any StreamSets passwords or access codes and any other StreamSets Confidential Information in its possession. Customer acknowledges that following termination it shall have no further access to any Customer Metadata input into the Service, and that StreamSets may delete any such data as may have been stored by StreamSets at any time. Except where an exclusive remedy is specified, the exercise of either party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise.

8.4. Survival. The following Sections shall survive any expiration or termination of this Agreement: 1 (Definitions), 2.6 (General Restrictions), 4.2 (Archives and Backups of Customer Metadata), 4.4 (Usage Data), 6 (Ownership), 8 (Term and Termination), 9.2 (Warranty Disclaimer), 13 (Limitation of Remedies and Damages), 14 (Indemnification), 15 (Confidential Information) and 17 (General Terms).

9. LIMITED WARRANTY

9.1. Limited Warranty. StreamSets warrants, for Customer's benefit only, that each Product will operate in substantial conformity with the applicable Documentation. StreamSets does not warrant that Customer's use of the Products will be uninterrupted or error-free or that any security mechanisms implemented by the Software will not have inherent limitations. StreamSets' sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be, at no charge to Customer, for StreamSets to use commercially reasonable efforts to correct the reported non-conformity, or if StreamSets determines such remedy to be impracticable, either party may terminate the applicable Subscription Term. The limited warranty set forth in this Section 9.1 shall not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which Customer first noticed the non-conformity, (ii) if the error was caused by misuse, unauthorized modifications or third-

party hardware, software or services or (iii) to use provided on a no-charge or evaluation basis.

9.2. Warranty Disclaimer. EXCEPT FOR THE LIMITED WARRANTY IN SECTION 9.1, ALL PRODUCTS AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS". NEITHER STREAMSETS NOR ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. STREAMSETS DOES NOT WARRANT CUSTOMER METADATA WILL BE ACCURATE OR PRESERVED WITHOUT LOSS. STREAMSETS SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF STREAMSETS. FEATURES OF THE PRODUCTS DESIGNED TO DETECT AND FILTER CATEGORIES OF PIPELINE DATA (SUCH AS NAME AND ADDRESS) HAVE INHERENT LIMITATIONS. STREAMSETS DOES NOT GUARANTEE THAT THE PRODUCTS WILL DETECT OR FILTER ALL PIPELINE DATA WITH COMPLETE ACCURACY. CUSTOMER IS SOLELY LIABLE FOR ITS OWN DATA HANDLING POLICIES. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

10. AVAILABILITY. The Service is subject to Exhibit B (Service Level Agreement).

11. SUPPORT. During the Subscription Term of each Product, StreamSets shall provide end user support in accordance with the terms set forth on Exhibit A (Support Policy).

12. PROFESSIONAL SERVICES. StreamSets shall provide the professional consulting services ("Professional Services") purchased in the applicable Order Form. The scope of Professional Services shall be as set forth in a Statement of Work referencing this Agreement and describing the work to be performed and any applicable milestones, dependencies and other technical specifications or related information ("SOW"). Customer may use anything delivered as part of the Professional Services in support of authorized use of the Products and subject to the terms regarding Customer's rights to use the Product set forth in Section 2 (StreamSets Products) and the applicable SOW, but StreamSets shall retain all right, title and interest in and to any such work product, code or deliverables and any derivative, enhancement or modification thereof created by StreamSets (or its agents).

13. LIMITATION OF REMEDIES AND DAMAGES.

13.1. Consequential Damages Waiver. EXCEPT FOR EXCLUDED CLAIMS (DEFINED BELOW), NEITHER PARTY (NOR ITS SUPPLIERS) SHALL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

13.2. Liability Cap. EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY'S AND ITS SUPPLIERS' ENTIRE LIABILITY TO THE OTHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT

SHALL NOT EXCEED IN AGGREGATE THE AMOUNT ACTUALLY PAID BY CUSTOMER TO STREAMSETS DURING THE PRIOR TWELVE (12) MONTHS UNDER THIS AGREEMENT. CUSTOMER'S LIABILITY IS CAPPED BY THE ANTI-DEFICIENCY ACT. STREAMSETS' LIABILITY WILL BE CAPPED AT THE SAME AMOUNT AS CUSTOMER'S LIABILITY.

13.3. Excluded Claims. "Excluded Claims" means any claim arising (a) from Customer's breach of Section 2.6 (General Restrictions) or Section 4.3 (Customer Responsibilities), (b) from a party's breach of its obligations in Section 15 (Confidential Information) (but excluding claims relating to Customer Metadata) or (c) from StreamSets' indemnification obligations in Section 14 (Indemnification).

13.4. Nature of Claims and Failure of Essential Purpose. The parties agree that the waivers and limitations specified in this Section 13 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

14. INDEMNIFICATION. Subject to 28 USC §516, StreamSets shall defend Customer from and against any claim by a third party alleging that a Product when used as authorized under this Agreement infringes a patent, U.S. copyright, or U.S. trademark and shall indemnify and hold harmless Customer from and against any damages and costs awarded against Customer or agreed in settlement by StreamSets (including reasonable attorneys' fees) resulting from such claim, provided that StreamSets shall have received from Customer: (i) prompt written notice of such claim (but in any event notice in sufficient time for StreamSets to respond without prejudice); (ii) subject to 28 USC §516, the exclusive right to control and direct the investigation, defense and settlement (if applicable) of such claim; and (iii) all reasonably necessary cooperation of Customer. Customer may defend (as required by 28 USC §516) or participate in the defense of any claim with counsel at its expense. Neither Party may settle a claim without the other Party's prior written consent if the settlement requires the other Party to admit any liability or take or refrain from taking any action (other than with respect to use or non-use of the Products). If Customer's use of a Product is (or in StreamSets' opinion is likely to be) enjoined, if required by settlement or if StreamSets determines such actions are reasonably necessary to avoid material liability, StreamSets may, in its sole discretion: (a) substitute substantially functionally similar products or services; (b) procure for Customer the right to continue using such Product; or if (a) and (b) are not commercially reasonable, (c) terminate the Agreement and refund to Customer the fees Customer has pre-paid for use of such Product for the terminated portion of the applicable Subscription Term. The foregoing indemnification obligation of StreamSets shall not apply: (1) if such Product is modified by any party other than StreamSets, but solely to the extent the alleged infringement is caused by such modification; (2) if such Product is combined with products or processes not specified in the Documentation or provided by StreamSets, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of such Product; (4) to any action arising as a result of Customer Metadata or any third-party deliverables or components contained within such Product; or (5) if Customer

settles or makes any admissions with respect to a claim without StreamSets' prior written consent. THIS SECTION 14 SETS FORTH STREAMSETS' AND ITS SUPPLIERS' SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

15. CONFIDENTIAL INFORMATION. Each party (as "Receiving Party") agrees that all code, inventions, know-how, business, technical and financial information it obtains from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any StreamSets Technology, performance information relating to any Product, and the terms and conditions of this Agreement is Confidential Information of StreamSets even if disclosed without any marking or further designation. Except as expressly authorized herein, the Receiving Party will (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for StreamSets, the subcontractors referenced in Section 17.10), provided that such representatives are bound to confidentiality obligations no less protective of the Disclosing Party than this Section 15 and that the Receiving Party remains responsible for compliance by any such representative with the terms of this Section 15. The Receiving Party's confidentiality obligations shall not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information and without a duty of confidentiality; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without duty of confidentiality and without a breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may make disclosures to the extent required by court order, provided the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law. StreamSets Confidential Information is exempt from release under the Freedom of Information Act, in accordance with 5 USC §552(b)(4).

16. CO-MARKETING. At the request of StreamSets, Customer will consider whether to issue a joint press release ("Press Release") on a mutually agreed upon date. Each party will have the right to approve the Press Release in advance, but such approval will not be unreasonably delayed or withheld. Customer also agrees to consider StreamSets requests for Customer to participate in other reasonable marketing activities that promote the benefits of the Products to other potential

customers and to use of Customer's name and logo on StreamSets' web site and in StreamSets promotional materials. Customer agrees that StreamSets may disclose Customer as a customer of StreamSets.

17. GENERAL TERMS

17.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement without the advance written consent of the other party, except that either party may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such party's assets or voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 17.1 will be null and void. The foregoing is subject to GSAR 552.212-4(w) for any GSA order. If applicable, StreamSets will comply with the requirements of FAR 42.12 for any such assignment.

17.2. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

17.3. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the Federal laws of the United States, and without regard to the United Nations Convention on the International Sale of Goods.

17.4. Attorneys' Fees and Costs. [RESERVED]

17.5. Notice. Any notice or communication required or permitted under this Agreement shall be in writing to the parties at the addresses set forth on the Order Form, with a copy to: legal@streamsets.com, or at such other address as may be given in writing by either party to the other in accordance with this Section and shall be deemed to have been received by the addressee (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch or (iii) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail.

17.6. Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding on StreamSets, unless executed in writing by a duly authorized representative of StreamSets. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. As between StreamSets and Customer, no provision of the Order Form or any purchase order or other business form employed by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect on StreamSets unless agreed to, in writing, by StreamSets. Any agreements between the prime contractor and Customer, other than the terms of this Agreement, are not binding on StreamSets.

17.7. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of StreamSets and Customer and supersedes and cancels all previous written and oral agreements and communications between StreamSets

and Customer relating to the subject matter of this Agreement. Customer acknowledges that the Service is an on-line, subscription-based product, and that in order to provide improved customer experience StreamSets may make changes to the Service, and StreamSets will update the applicable Documentation accordingly. The support and service level availability terms described in Exhibit A (Support Policy) and Exhibit B (Service Level Agreement), respectively, may be updated from time to time upon reasonable notice to Customer to reflect process improvements or changing practices (but the modifications will not materially decrease StreamSets' obligations as compared to those reflected in such terms as of the Effective Date).

17.8. Software Audit Rights. Upon StreamSets' written request, Customer shall certify in a signed writing that Customer's use of the Software is in full compliance with the terms of this Agreement (including the Scope of Use). With prior reasonable notice of at least ten (10) days, StreamSets may audit the copies of the Software in use by Customer provided such audit is during regular business hours. Audits under GSA prime contracts shall be in accordance with GSAR 552.212-4(w)(ix).

17.9. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events that occur after the signing of this Agreement and that are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a permit by a government agency.

17.10. Subcontractors. StreamSets may use the services of subcontractors and permit them to exercise the rights granted to StreamSets in order to provide the Products and Professional Services under this Agreement, provided that StreamSets remains responsible for (i) compliance of any such subcontractor with the terms of this Agreement and (ii) for the overall performance of the Products as required under this Agreement.

17.11. Subpoenas. Nothing in this Agreement prevents StreamSets from disclosing Customer Metadata to the extent required by law, subpoenas or court orders, but StreamSets will use commercially reasonable efforts to notify Customer where permitted to do so.

17.12. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

17.13. Export Compliance. Customer acknowledges that the Products are subject to export restrictions by the United States government and import restrictions by certain foreign governments. Customer shall not and shall not allow any third party to remove or export from the United States or allow the export or re-export of any part of the Products or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the

U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Without limiting the foregoing, (i) Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country and (ii) Customer shall not submit to the Products any information that is controlled under the U.S. International Traffic in Arms Regulations. The Products are further restricted from being used for the design or development of nuclear, chemical or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government.

17.14. U.S. Government Rights and Restrictions. The Products and Documentation are "commercial items" as that term is defined by FAR 2.101. If Customer is a U.S. Federal Government ("Government") Executive Agency (as defined in FAR 2.101), StreamSets provides the Products and Documentation, including any related technical data, and Professional Services in accordance with the following: If acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense ("DoD")), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and the software customarily provided to the public as defined in this Agreement. If acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in Commercial Computer Software or Commercial Computer Software Documentation), only those rights in technical data and the software customarily provided in this Agreement. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies, except under GSA schedule contracts. Any Federal Legislative or Judicial Agency shall obtain only those rights in technical data and the software customarily provided to the public as defined in this Agreement. If any Federal Executive, Legislative, or Judicial Agency has a need for rights not conveyed under the terms described in this Section 17.14, it must negotiate with StreamSets to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum (between StreamSets and Customer) specifically conveying such rights must be included in any applicable contract or agreement to be effective. If this Agreement fails to meet the Government's needs or is inconsistent in any way with Federal law, and the parties cannot reach a mutual agreement on terms for Customer's use, Customer agrees to terminate Customer's use of the Products and Documentation and return the Products and Documentation and any other software or technical data delivered as part of the Products and Documentation, unused, to StreamSets. This U.S. Government Rights clause in this Section 17.14 is in lieu of, and supersedes, any other FAR,

DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in the Products, and computer software or technical data.

17.15. Open Source. The Software may contain or be provided with third-party components subject to the terms and conditions of "open source" software licenses ("Third-Party Open Source"). Third-Party Open Source may be identified in the Documentation, or StreamSets shall provide a list of the Third-Party Open Source to Customer upon Customer's written request. To the extent required by the license that accompanies the Third-Party Open Source, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Third-Party Open Source, including, without limitation, any provisions governing access to source code, modification or reverse engineering. For clarity, Third-Party Open Source does not include any StreamSets Open Source.

17.16. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will be considered one and the same agreement.

If this Agreement is included in a prime contract, all orders for StreamSets Products are subject to this Agreement by its inclusion in the prime contract and a separate signature is not required.

Exhibit A

StreamSets Support Policy

StreamSets offers support services for the Products ("**Support**") in accordance with the following terms:

1. Product Support

- A. **Issue Submission and Customer Cooperation.** Customer may report errors or abnormal behavior of the Products ("**Issues**") by submitting a ticket through StreamSets' 24-hour web ticketing system at streamsets.com/support. Customer may also escalate the Issue via a request through the support ticket. Customer will provide information and cooperation to StreamSets as reasonably required for StreamSets to provide Support. This includes, without limitation, providing the following information to StreamSets regarding the Issue:

- Aspects of the Products that are unavailable or not functioning correctly
- Issue's impact on users
- Start time of Issue
- List of steps to reproduce Issue
- Relevant log files or data
- Wording of any error message
- Issue ID# (when specified by StreamSets)

As part of its cooperation obligations, Customer must designate an individual to perform problem determination and implementation of remedies who is (a) knowledgeable about the operation of the Products and the hardware on which it may be installed and (b) qualified to perform problem determination and remedial functions with respect to the Products.

- B. **Support Levels.** For such period as Customer has paid the applicable annual fee, StreamSets shall provide Customer with Support consisting of the following:

- a. ***Silver Support.*** (a) Support hours from 8:00 a.m. to 5:00 p.m. Pacific Time or Central European Time (as determined by StreamSets based on Customer's location) on Monday through Friday (excluding StreamSets holidays); (b) Issue submission from up to four (4) designated employees of Customer ("**Technical Contacts**") and (c) StreamSets Support personnel assign a priority level to each Issue in their sole discretion and seek to provide responses to Issues during support hours in accordance with the table below.
- b. ***Gold Support.*** (a) Support 24 hours per day, 7 days per week; (b) Issue submission from up to eight (8) Technical Contacts and (c) StreamSets Support personnel assign a priority level to each Issue in their sole discretion and seek to provide responses to Issues during support hours in accordance with the table below.

Platinum Support. Same as Gold Support but includes Issue submission from up to sixteen (16) Technical Contacts.

<u>Priority Level</u>	<u>Description</u>	<u>Target Response Times**</u>		
		<u>Silver Support</u>	<u>Gold Support</u>	<u>Platinum Support</u>
Priority 1	An Issue which renders the Product inoperative with the Customer's production system or Customer's production functionality. This does not apply to Customer's non-production systems. Customer cannot continue essential operations	8 Business Hours*	2 Hours	1 Hour
Priority 2	An Issue in a production environment which significantly impacts the performance of a Product but does not cause complete interoperability. Production operations can continue in a restricted fashion and a workaround may be used to restore functionality. Additionally, this applies to any Issue in a non-production environment which causes a significant loss of capability or severe outage thereby completely blocking development operations and/or causing a time-sensitive impact to a planned production deployment.	2 Business Days*	24 Hours	12 Hours

Priority 3	A lower impact Issue on a production or non-production system that involves a partial or limited loss of non-critical functionality, or some other Issue involving no loss in functionality. This applies to all of Customer's systems, including test and development systems. Customer can continue essential operations.	3 Business Days*	3 Business Days*	2 Business Days*
Priority 4	A feature request. This includes recommendations or requests for new products, support for new integrations, enhancements or modifications that may be included in a future release, at StreamSets' discretion. There is no impact on the quality, performance, or functionality of the product in a production or non-production system.	3 Business Days*	3 Business Days*	3 Business Days*

* Business hours and business days are defined according to two time zones – Pacific Standard Time for customers in the Americas and Central European Time for customers in other regions. Holidays are excluded.

** Support provided to customers in the Americas outside of the hours of 8:00 a.m. to 5:00 p.m. Pacific Time or to customers in a region other than the Americas may be addressed by, and include transfer of Support data to, StreamSets' Support resources outside of the United States.

- C. Exclusions. StreamSets will have no obligation to provide Support to the extent an Issue arises from: (a) use of the Product by Customer in a manner not authorized in the Agreement or the applicable Documentation; (b) general Internet problems, force majeure events or other factors outside of StreamSets' reasonable control; (c) Customer's equipment, software, network connections or other infrastructure; (d) third party systems, acts or omissions; (e) evaluation Products or other Products provided at no charge; (f) any version of the Software for which Maintenance services have been discontinued by StreamSets; (g) any physical installation or removal of Software; (h) visits to Customer's site; or (i) any software code licensed separately by StreamSets from the Software, including, without limitation, consulting code, unless generally made available to StreamSets' Support and Maintenance customers at no additional charge for the applicable Software.
- D. Support Ticket Closure. If an Issue is resolved, based on StreamSets' reasonable determination, or if Customer fails to respond to StreamSets' requests with respect to an Issue in a timely manner, StreamSets may close the related support ticket. Customer may reopen or submit a new support ticket at any time, but StreamSets has no responsibility to provide further Support if Customer fails to implement any reasonable recommendations for resolution of an Issue already provided by StreamSets.
- E. User Personal Data. StreamSets does not require any User personal data to provide Support. If Customer elects to provide User personal data, StreamSets' use is as described in its Privacy Policy at <https://streamsets.com/privacy-policy/>.
- F. Enhanced Plus Support Option: If Customer has purchased a product that includes either Gold or Platinum Support then, for an additional fee, Customer may purchase the Enhanced Plus Support option on an annual basis. Enhanced Plus Support provides Customer with the following additional support services: a separate and additional team that shall be available 8.00am to 5.00pm Eastern Standard time excluding public holidays In order to support the Customer with more timely development, direct pipeline troubleshooting, and allocated development support. Enhanced Plus Support shall be available via a dedicated email contact address. This Enhanced Plus Support is a secondary level of support and Customer's Gold or Platinum Support remain the primary resource for production system level support and service resolution. This Enhanced Plus Support is not subject to any other commitments in this Support Policy (including Target Response times).

2. Software Maintenance. StreamSets provides the following maintenance for its Software products:

- A. Version Scheme. StreamSets Software releases are versioned using the following scheme: X.Y.Z ("**Version Scheme**"). X designates the Major Version number, Y the Minor Version number, and Z the Patch/Bug Fix version number. Hotfixes are not assigned to a specific slot in the Version Scheme, as they may be distributed without updates to any version numbers.
- B. Definitions.
 - a. "**Major Releases**" means generally commercially released major new releases, modifications or enhancements to the same Software product as designated by a change in the number assigned as X in the Version Scheme. Major Releases do not include separate or different products marketed by StreamSets under a different name even if such products are compatible with the Software.
 - b. "**Minor Releases**" means generally commercially released code corrections, patches, updates and minor version releases of the same Software product as designated by a change in the number assigned as Y in the Version Scheme.

- c. **"Patch/Bug Fixes"** means minor changes to the Software to correct any bugs or flaws or generally improve the Software, as designated by a change in the number assigned as Z in the Version Scheme. Patch/Bug Fixes are released as patches at StreamSets' discretion.
 - d. **"Hotfixes"** means immediate changes made to the Software in extraordinary cases to resolve critical issues.
 - C. Maintenance. Customer will be provided with Major and Minor Releases of the same Software product(s) licensed by Customer (**"Maintenance"**).
 - D. Back Support. Support and Maintenance are provided for the current release of the Software and any versions of the Software released within the prior twenty-four (24) months.
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Exhibit B

Service Level Agreement

1. **Target Availability.** StreamSets will use commercially reasonable efforts to make the Service available with an uptime of 99.9% of each calendar month ("**Target Availability**").
2. **Exclusions.** The calculation of uptime will not include unavailability to the extent due to: (a) use of the Service by Customer in a manner not authorized in this Agreement or the applicable Documentation; (b) general Internet problems, force majeure events or other factors outside of StreamSets' reasonable control; (c) Customer's equipment, software, network connections or other infrastructure; (d) third party systems, acts or omissions; (e) StreamSets' Scheduled Maintenance or Emergency Maintenance; or (f) any unavailability for a continuous period of less than ten (10) minutes.

"Scheduled Maintenance" means StreamSets' scheduled routine maintenance which occurs (i) between 1:00 a.m. and 3:00 a.m. Eastern Time on Thursdays and for which StreamSets notifies Customer at least two (2) days in advance and (ii) between 12:30 a.m. and 3:30 a.m. Eastern Time on Saturdays, for which StreamSets notifies Customer at least five (5) days in advance. Scheduled Maintenance will not exceed ten (10) hours per month.

"Emergency Maintenance" means emergency maintenance during StreamSets' scheduled maintenance windows between 1:00 a.m. and 3:00 a.m. Eastern Time on Thursdays, or 12:30 a.m. and 2:30 a.m. Eastern Time on Saturdays. StreamSets will use commercially reasonable efforts to notify Customer of Emergency Maintenance at least two (2) days in advance, unless the severity of the issue necessitates a shorter notice period.

3. **Special Termination Right.** As Customer's sole and exclusive remedy for any failure of the Service to achieve the Target Availability (a "**Service Failure**"), in the event of a Service Failure in three (3) consecutive months, Customer may terminate the Agreement upon written notice to StreamSets and will receive as its sole remedy a refund of any fees Customer has pre-paid for use of the Service for the terminated portion of the applicable Subscription Term. Customer must exercise this termination right within thirty (30) days of reasonably becoming aware of the third consecutive month in which a Service Failure occurred or such right will be deemed waived.