Schedule A - CLOUDERA (GOVERNMENT SOLUTIONS), INC.
ENTERPRISE SUBSCRIPTION MASTER AGREEMENT

This Enterprise Subscription Master Agreement (this "ESMA" or "Agreement") is made and entered into as of _____ __, 201_ (the "Effective Date") by and between Cloudera (Government Solutions), Inc., a Delaware corporation located at 8281 Greensboro Drive, Suite 450, McLean, VA 22102 ("CGSI") the Ordering Activity under GSA Schedule Contracts ("Ordering Activity" or "Customer") and sets forth the terms under which CustomerOrdering Activity may use certain Cloudera Products, and purchase certain Services under Order Forms governed by this ESMA. CGSI is a subsidiary and an Affiliate of Cloudera, Inc. ("Cloudera"), exclusively authorized to sell Cloudera Products and Hortonworks Products to U.S. federal, state and local government agencies, educational institutions, government contractors or other organizations when they are purchasing Cloudera Products and Hortonworks Products under a government contract (each, a "Government Entity," and collectively, the "Government Entities").

1.   Definitions. For the purposes of the Agreement , including exhibits thereto, 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 will be considered an Affiliate for only such time as such interest or control is maintained.

1.2   "Agreement" means, for any Order Form referencing this ESMA, collectively the Order Form and the ESMA, together with the the underlying GSA Schedule Contract and Schedule Price List.

1.3   "Authorized Partner" means a reseller or a distributor authorized by CGSI to resell Services and licenses to Cloudera Products.

1.4   "Cloudera Online Services" means: (i) the Cloudera Open Source Distribution and/or Cloudera Software, and/or (ii) any Third Party Software incorporated in the foregoing, set forth in the applicable Order Form for a Subscription Period and provided by CGSI as a hosted, cloud-based service, accessible to Ordering Activity through a web browser.

1.5   "Cloudera Open Source Distribution" means the open source code components set forth in the applicable Order Form for a Subscription Period. Cloudera Open Source Distribution does not include the Hortonworks Products (as defined below).

1.6   "Cloudera Products" means: (i) the Cloudera Open Source Distribution, the Cloudera Software and the Cloudera Online Services, and (ii) any Third Party Software incorporated in the foregoing, set forth in the applicable Order Form for a Subscription Period.

1.7   "Cloudera Software" means CGSI's proprietary software components set forth in the applicable Order Form for a Subscription Period.

1.8   "Hortonworks Products" means software products made available under open source licenses and described at: https://hortonworks.com/products (whether available as originally branded,

or as may be rebranded by Cloudera such that, by way of example, "Hortonworks Data Flow" or "HDF" is renamed "Cloudera Data Flow" or "CDF"). Unless otherwise set forth in the applicable Order Form, Hortonworks Products are procured by, and licensed to, Ordering Activity separately from the Agreement under applicable open source license terms.

1.9   "Hortonworks Support" means the technical support services described at: www.hortonworks.com/support, as such description may be updated from time to time, which are provided during a Subscription Period for the Hortonworks Product(s), as set forth in an applicable Order Form. Hortonworks Support is subject to the support policy available at: http://hortonworks.com/agreements/support-services-policy/, as such policy may be updated from time to time.

1.10   "Hortonworks Support Entitlement Metrics" means the applicable metrics by which CGSI sells entitlements to Hortonworks Support as defined in applicable Order Forms.

1.11   "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.

1.12   "Licensed Metrics" means the applicable licensing metric for the Cloudera Product as defined in the applicable Order Form and may include but may not be limited to the following: Nodes, Unique Identifiers, and Capacity Under Management.

1.13   "Order Form" means a separate document governed by this ESMA by which Ordering Activity purchases subscriptions to Cloudera Products and/or Services, whether titled an order form or a statement of work.

1.14   "Pre-Existing Property" means any and all Intellectual Property Rights owned or controlled by CGSI prior to the effective date of the applicable Order Form, including but not limited to the Cloudera Products and any and all modifications thereto and derivative works thereof.

1.15   "Professional Services" means the design, development, operational and other professional services performed or to be performed by CGSI under this ESMA, in accordance with the applicable Order Form.

1.16   "Services" means collectively the Professional Services, Hortonworks Support, and Training Services that may be purchased by Ordering Activity under an applicable Order Form.

1.17   "Subscription Period" means the period of time as identified in the applicable Order Form during which Ordering Activity may: (i) access and use the Cloudera Products subscribed to under the Order Form, and/or (ii) receive the Hortonworks Support purchased under the Order Form.

1.18   "Third Party Software" means certain of the copyrighted, patented and/or otherwise legally protected software and/or material of third parties that is licensed to, sublicensed to, and/or otherwise distributed and/or made available by CGSI to Ordering Activity. Third Party Software includes the Cloudera Open Source Distribution and material in the public domain.

1.19 "Training Materials" means the course slides, OnDemand videos and other documentation including the training exercises and labs provided in conjunction with any particular Training Services.

1.20 "Training Services" means: (i) one or more of the then-current Cloudera training offerings listed at https://www.cloudera.com/more/training/description-of-training-services.html, as may be updated by Cloudera from time to time, and provided subject to the Agreement and the policies at the foregoing URL; and/or (ii) the then-current training services offerings for the Hortonworks Products set forth in the Order Form and provided subject to the Agreement and the training services policies made available at: http://www.hortonworks.com/agreements/, as may be updated by Cloudera from time to time.

1.21 "Update" means a new minor release of a Cloudera Product providing patches, bug fixes and other such modifications, resulting in an increase in the release version number to the right of the decimal point, as X.1 to X.2.

1.22 "Upgrade" means a new major release of a Cloudera Product providing substantially new features, functionality, and/or enhancements, resulting in an increase in the release version number to the left of the decimal point, as in 1.x to 2.x.

1.23 "Work Product" means all tangible materials (including but not limited to drawings and documentation) delivered by CGSI in the course of CGSI's performance of the Professional Services and/or Training Services that is created for Ordering Activity as set forth in an Order Form for Professional Services and/or Training Services. Work Product expressly excludes any and all: (i) Pre-Existing Property; (ii) Training Materials; (iii) Documentation; (iv) Hortonworks Support; (v) improvements, modifications, enhancements, or extensions to or derivative works of (a) Pre-Existing Property and (b) Hortonworks Products created or developed by CGSI during the course of performing Services that have or could have general applicability to Cloudera's Ordering Activitys ("General Enhancements"); and (vi) ideas, processes, programs, concepts, business methods, inventions, implementation architectures related to Hortonworks Products or Cloudera Products, and developments of general application throughout all industries or a single industry that are discovered, created or developed by CGSI during the course of performing the Services ("CGSI IP"), provided that CGSI IP will never include any of Ordering Activity's Confidential Information.

2. Grants, Restrictions and Ownership.

2.1 Grants. Subject to the terms and conditions of the Agreement, CGSI grants to Ordering Activity a non-exclusive, non-transferable, non-sublicensable, revocable and limited license to access, use and reproduce (except as to the Cloudera Online Services, which may not be reproduced) the Cloudera Products as identified in the applicable Order Form, for the duration of the Subscription Period, solely for Ordering Activity's internal business purposes.

2.2 Restrictions.

2.2.1 Except as otherwise expressly set forth in the Agreement, Ordering Activity may not: (i) modify, disclose, alter, translate or create derivative works of the Cloudera Products; (ii) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Cloudera Products; (iii) use the Cloudera Products, or allow the transfer, transmission, export or re-export of the Cloudera 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 U.S. government agency; (iv) disassemble, decompile or reverse engineer any of the Cloudera Products; or (v) cause or permit any third party to do any of the foregoing. In addition, Ordering Activity will not remove, alter or obscure any proprietary notices in the Cloudera Products including copyright notices, or permit any third party to do so.

2.2.2   The parties acknowledge and agree that it will be a material breach, of this Agreement if (i) the Ordering Activity installs any free Cloudera software product licensed under a separate free license on more than one hundred (100) Nodes (as defined in the CSL or in an Order Form) in total across the Ordering Activity's environments, or (ii) Ordering Activity exceeds the installation limites for any free Cloudera software products stated in such separate free license. A claim must first be brought to the Contracting Officer per the Contract Disputes Act (FAR 52.233-1) prior to Ordering Activity being deemed in breach per this §2.2.2.

2.3   Ownership and Reservation of Rights. As between the parties and subject to Sections 2.1 and 3.4.1 of this ESMA, CGSI will own all right, title and interest in and to: (i) the Cloudera Products, (ii) the CGSI IP, (iii) the Pre-Existing Property; (iv) the General Enhancements; (v) all modifications to and derivative works of the Cloudera Products made by CGSI; and (vi) any and all Intellectual Property Rights embodied in the foregoing. CGSI reserves all rights not expressly granted in the Agreement, and no licenses are granted by CGSI to Ordering Activity, whether by implication, estoppel or otherwise, except as expressly set forth in the Agreement.

2.4   Affiliate Orders. An Affiliate of Ordering Activity may execute an Order Form pursuant to this ESMA, and such Affiliate will be deemed to be the Ordering Activity for purposes of such Order Form.

2.5   Affiliate Use. An Affiliate of Ordering Activity may access and use the Cloudera Products licensed by Ordering Activity under an applicable Order Form, provided that: (i) such Affiliate agrees in writing with Ordering Activity to be bound by and accepts all of the obligations imposed upon Ordering Activity under this ESMA (other than payment obligations for which Ordering Activity is solely responsible to CGSI or its Authorized Partner, as applicable, unless the Affiliate enters into a separate Order Form with CGSI or an Authorized Partner, as applicable); (ii) Ordering Activity agrees to be responsible for the acts and omissions of such Affiliate in relation to the Agreement; (iii) the Affiliate is not a CGSI Ordering Activity under separate contract, nor actively engaged with CGSI in discussions for the purchase of Cloudera Products at the time an Order Form is executed pursuant to this ESMA; (iv) the Affiliate is not a direct competitor of Cloudera; and (v) all of Ordering Activity's obligations under the Agreement will remain in force and undiminished.

2.6   Third Party Service Provider Rights.

2.6.1   CGSI grants to Ordering Activity the right to permit one or more third party service providers to access and use the Cloudera Products licensed under an applicable Order Form during the Subscription Period, provided that: (i) any such third party must exercise such rights solely to provide goods to or perform services for Ordering Activity and/or its Affiliates; (ii) all such use is subject to the terms and conditions of the Agreement; (iii) such third party is not a direct competitor of Cloudera.; and (iv) Ordering Activity will be responsible for the acts and omissions of each such third party as fully as if they were Ordering Activity's acts and omissions.

2.6.2   Notwithstanding Section 2.6.1 (iii), Ordering Activity may use third party cloud service providers to host Cloudera Products for the benefit of Ordering Activity, provided that: (i) such third party's platform is supported by CGSI; and (ii) Ordering Activity will be fully responsible for ensuring that such platform meets Ordering Activity's performance and availability requirements and for complying with the applicable terms and conditions of use for such platform.

3.   Delivery, Services, and Online Services.

3.1   Delivery. Upon CGSI's acceptance of Ordering Activity's Order Form or the Subscription Period start date indicated therein (whichever is later), CGSI will make the Cloudera Products available for download (or, in the case of any Cloudera Online Services, will make the services available to Ordering Activity through CGSIs web site). The Cloudera Products will be deemed delivered when the electronic download or, as the case may be, online access is initially made available. Ordering Activity acknowledges that CGSI does not control the transfer of data over the internet and that CGSI is not responsible for any delays or delivery failures caused by the internet.

3.2   Cloudera Products Support. CGSI will use commercially reasonable efforts to provide the support services as set forth in the Support Terms and Conditions ("Support Terms") attached hereto as Exhibit 1 with respect to the Cloudera Products during the Subscription Period, as such services may be updated by CGSI from time to time (the "Support Services"). Any updates to the Support Services terms during any then-current Subscription Period will apply from the start date of the next Subscription Period. The Support Services include the provision of Updates and Upgrades to the Cloudera Products, when and if such Updates or Upgrades are made generally available during the applicable Subscription Period.

3.3   Hortonworks Support. Subject to the terms and conditions of the Agreement, CGSI will provide to Ordering Activity the Hortonworks Support agreed by the parties in applicable Order Forms. All such Order Forms will be governed by the Agreement. Hortonworks Support is provided only for Ordering Activity's internal use. Ordering Activity may not use the Hortonworks Support to supply any support services to any third party. All Hortonworks Support delivered under the Agreement will be deemed accepted by Ordering Activity upon delivery. CGSI will use commercially reasonable efforts to provide Hortonworks Support with respect to the Hortonworks Products during the Subscription Period. Any updates to the Hortonworks Support terms and/or policy during any then-current Subscription Period will apply from the start date of the next Subscription Period.

3.4   Services.

3.4.1   Ownership of Work Product. In the event that the performance of Professional Services results in Work Product, all right, title and interest in the Work Product (excluding the Pre-Existing Property, General Enhancements, and the CGSI IP) vests in Ordering Activity and is deemed to be a work made for hire, and to the extent it may not be considered a work made for hire, CGSI assigns to Ordering Activity all right, title and interest in and to the Work Product (excluding the Pre-Existing Property, General Enhancements, and the CGSI IP) and any and all Intellectual Property Rights embodied therein. Notwithstanding any terms to the contrary in the Agreement, CGSI owns all right, title and interest in and to any and all bug-fixes, extensions, improvements or enhancements to the Cloudera Products and all Hortonworks Product General Enhancements (including all Intellectual Property Rights embodied therein), and no rights to the

foregoing are granted hereunder. Any General Enhancements to the Hortonworks Products, if and when made generally available, will be licensed under the applicable open source license terms for Hortonworks Products. CGSI grants to Ordering Activity a non-exclusive, non-transferable, revocable and limited license to use the CGSI IP solely in conjunction with Ordering Activity's use of the Work Product, provided that Ordering Activity may not: (i) modify, disclose, alter, translate or create derivative works of the CGSI IP; (ii) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the CGSI IP; or (iii) disassemble, decompile or reverse engineer any of the CGSI IP.

3.4.2   Training Services. If Ordering Activity orders Training Services, all works of authorship, inventions, improvements, methods, processes, formulas, designs, techniques and information conceived, discovered, developed or otherwise made (as necessary to establish authorship, inventorship or ownership) by CGSI, solely or in collaboration with others, in the course of performing the Training Services, including any and all Training Materials, will be the sole property of CGSI. No title to or ownership of any property or any associated Intellectual Property Rights are transferred to Ordering Activity in the performance of the Training Services. In addition, Ordering Activity may not make recordings of any kind of the Training Services. Notwithstanding the foregoing, Ordering Activity participants attending the Training Services may retain one copy of the Training Materials for personal use only.

4.   Financial Considerations.

4.1   Fees; Taxes.

4.1.1   Fees for Licensed Metrics, Hortonworks Support Entitlement Metrics and Cloud Pre-Pay Credits. Ordering Activity will pay to CGSI or its Authorized Partner, as applicable, the total fees due for the applicable Subscription Period, including any renewals thereof pursuant to Section 9.1. Unless the applicable Order Form provides otherwise, fees set forth in the Order Form are due at the commencement of the Subscription Period for all Licensed Metrics, Hortonworks Support Entitlement Metrics, and Cloud Pre-Pay Credits (as defined in an Order Form), whether used or not. For the avoidance of doubt, with respect to Cloudera Products, all subscriptions (excluding subscriptions for Unique Identifiers) for any given cluster must be for the same Cloudera Product(s) and Support Services entitlements, and be licensed according to the same Licensed Metric.

4.1.2   Fees for Additional Licensed Metrics or Hortonworks Support Entitlement Metrics. During the Subscription Period Ordering Activity may elect to add applicable Licensed Metrics or Hortonworks Support Entitlement Metrics (together, "Metrics") that exceed the quantity of Metrics included in a subscription as set forth in an Order Form, and, in such case, Ordering Activity must notify CGSI or its Authorized Partner, as applicable, of its elected use of such additional Metrics. In the event that during a Subscription Period, Ordering Activity: (i) elects to add Metrics, or (ii) exceeds the quantity of Metrics (whether used or not) included in a subscription as set forth in an Order Form, the fees for such additional Metrics will be calculated for the period commencing immediately upon: (a) the installation date of the additional Nodes, (b) the date when Capacity Under Management or quantity of Unique Identifiers increased (whether used or not), or (c) the date when additional Hortonworks Support Entitlement Metrics are required. The Subscription Period of the additional Metrics will be pro-rated such that it will terminate on the same date as the existing Subscription Period.

4.1.3   Fees in the event of Termination. In the event of a termination by the Ordering Activity, there will be no refunds associated with the portion of the Subscription Period that has been consumed by the Ordering Activity (asbsent any breach by CGSI).

4.1.4   Fees for Services. The fees associated with the performance of the Services will be as set forth in the Order Form applicable to such Services in accordance with the GSA Schedule Pricelist.Ordering Activity agrees to pay any travel expenses in accordance with Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable, Ordering Activity shall only be liable for such travel expenses as approved by Ordering Activity and funded under the applicable ordering document.

4.1.5   Payment Terms. Upon receipt of Ordering Activity's (or an Authorized Partner's) purchase order or Order Form for a Subscription Period, for Services, and/or for any additional Metrics purchased, used or increased during a then-current Subscription Period as provided in this Section above, CGSI or its Authorized Partner, as applicable, will invoice Ordering Activity the applicable fees as described in this Section 4.1. Fees are due to CGSI within thirty (30) days of the receipt date of CGSI's invoice. Where a subscription for a Cloudera Product is purchased through an Authorized Partner, any disputes regarding payment must be addressed to such Authorized Partner.

4.1.6   Payment Method and Currency. Except as may otherwise be set forth in any Order Form between Ordering Activity and an Authorized Partner, if applicable, all payments due under the Agreement will be made: (i) by bank wire transfer, electronic ACH deposit or company check in immediately available funds to an account designated by CGSI; and (ii) in the currency as set forth in the applicable Order Form.

4.1.7   Taxes. CGSI shall state separately on invoices taxes excluded from the fees, and the Ordering Activity agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

5.   Confidentiality; Personal Data; Publicity.

5.1   Confidentiality.

5.1.1   "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 the Agreement or the Disclosing Party (whether before, on or after the Effective Date) that is: (i) characterized as Confidential Information at the time of disclosure or within a reasonable time after disclosure; or (ii) that due to the nature of the information and circumstances surrounding its disclosure would be reasonably understood by a person with no knowledge of the relevant trade or industry to be confidential or proprietary. Confidential Information will not include information that: (i) is in or enters the public domain without breach of the Agreement and through no fault of the Receiving Party; (ii) the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party; (iii) 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 (iv) the Receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation. CGSI

recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

5.1.2   Period of Confidentiality. The Receiving Party will, during the term of the Agreement and for three years thereafter, use the same degree of care to maintain the confidentiality of the Confidential Information of the Disclosing Party that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. Notwithstanding the foregoing, where the Confidential Information disclosed is: (i) the Disclosing Party's trade secret, the Receiving Party will treat such information as Confidential Information for as long as the Confidential Information remains the Disclosing Party's trade secret; or (ii) required by law to be protected for a duration beyond that provided hereunder, the Receiving Party will maintain such information in confidence for the duration required by law.

5.1.3   Use; Disclosure. 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 the 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 the Agreement. 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.

5.1.4   Remedies. To the extent that any equitable remedy is available, the parties agree that (a) damages may be an inadequate remedy in the event of a breach of this Section 5.1, and (b) the parties may be entitled to seek equitable remedies, in addition to any other rights and remedies otherwise available, in the event of a breach or threatened breach by the other party of this Section 5.1.

5.2   Personal Data. Subject to applicable law, in connection with the performance of the Agreement and Ordering Activity's use of the Cloudera Products, Hortonworks Products or Services: (i) beyond Account Data (as defined in the Cloudera Privacy and Data Policy) which may include limited Personal Data and that may be collected incident to CGSI's provision of Services, CGSI agrees that it will not require Ordering Activity to deliver to CGSI any "Personal Data"; and (ii) Ordering Activity agrees not to deliver any Personal Data to CGSI; provided, however, that Ordering Activity's Account Data may include Personal Data, and will be governed by the Data Policy. To the extent that CGSI processes any Personal Data as a data processor on behalf of Ordering Activity, the terms of the Data Protection Addendum included in Cloudera's Privacy Policy (the "Privacy and Data Policy") attached hereto as Exhibit 2 will apply.

5.3   Reserved.

5.4   Policies. Cloudera's Support Terms and Privacy and Data Policy attached hereto will apply to Ordering Activity's use of any Cloudera Products and Services.

6.   Warranties; Disclaimer.

6.1   General Warranties. Each party warrants that as of the Effective Date: (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 ESMA; (iii) the person signing this ESMA (or an Order Form adopting this ESMA) on its behalf has been duly authorized and empowered to enter into the Agreement; and (iv) this ESMA is valid, binding and enforceable against it in accordance with its terms.

6.2   Cloudera Product Warranty. CGSI warrants that for a period of sixty (60) days following initial delivery (the "Warranty Period"), the Cloudera Products will perform in all material respects in accordance with the applicable documentation as provided by CGSI at http://www.cloudera.com/content/support/en/documentation.html (the "Documentation"). Ordering Activity must notify CGSI of any non-conformance with this warranty during the Warranty Period, and as CGSI's sole obligation and Ordering Activity's exclusive remedy for breach of warranty, CGSI will either: (i) repair the Cloudera Product such that it conforms to the warranty; or (ii) replace the Cloudera Product with an equivalent product that conforms to the warranty; provided, however, if neither (i) nor (ii) is reasonable or practicable, Ordering Activity may return the applicable Cloudera Product and obtain a return of the subscription fees Ordering Activity paid to CGSI for the defective Cloudera Product.

6.3   Services Warranty. CGSI warrants that it will perform the Services in a professional manner and consistent with industry standards. For any Services that do not conform to this warranty, Ordering Activity must notify CGSI within sixty (60) days of the delivery of any non-conforming Services, and as CGSI's sole obligation and Ordering Activity's exclusive remedy, CGSI, at its sole discretion, will either: (i) re-perform such non-conforming Services at no additional charge to Ordering Activity, or (ii) refund any Services fees paid to CGSI for such non-conforming Services (where, if the affected Services are Hortonworks Support, the refunded Services fees will be adjusted pro-rata for the remainder of the then-current Subscription Period), and terminate the applicable Order Form.

6.4   Disclaimer. EXCEPT FOR THE EXCLUSIVE WARRANTIES SET FORTH IN THIS ESMA, CGSI AND ITS SUPPLIERS DISCLAIM ANY AND ALL OTHER WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE CLOUDERA PRODUCTS, HORTONWORKS PRODUCTS, THE SUPPORT SERVICES, AND/OR THE SERVICES, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY AND ALL: (I) WARRANTIES OF MERCHANTABILITY; (II) WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT CGSI KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE); AND (III) WARRANTIES OF NONINFRINGEMENT OR CONDITION OF TITLE. CGSI AND ITS SUPPLIERS MAKE NO WARRANTIES WITH RESPECT TO THE CLOUDERA PRODUCTS OR HORTONWORKS PRODUCTS BEING FREE FROM BUGS, ERRORS, OR OMISSIONS. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF ANY OF THE EXPRESS WARRANTIES SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

7.   CGSI's Indemnification Obligations.

7.1   Subject to this Section 7, CGSI agrees, at its own expense, to pay all Damages (as defined below) and defend Ordering Activity from (or at CGSI's option, settle) any claim instituted by a third party and asserted against Ordering Activity that any Cloudera Softwarewhen used in accordance with the applicable Documentation, or the Work Product (if any), infringe any United States patent,

copyright, trade secret or other proprietary right of a third party ("IP Claim"), provided that Ordering Activity: (i) promptly notifies CGSI in writing of any such IP Claim; (ii) gives CGSI control over the investigation, preparation, defense and settlement of the IP Claim; and (iii) assists and fully cooperates with CGSI in the defense of same. CGSI agrees to pay any damages awarded by a court of competent jurisdiction against Ordering Activity (or agreed to in a settlement by CGSI) resulting from the IP Claim, including any awarded costs and awarded attorneys' fees (collectively "Damages"). CGSI will not be responsible for any settlement (and the associated Damages agreed to in such settlement) that it does not approve in writing prior to such settlement. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

7.2   Following notice of an IP Claim or any facts which may give rise to such IP Claim, CGSI may, in its sole discretion and at its option: (A) with respect to any allegedly infringing Cloudera Software: (i) procure for Ordering Activity the right to continue to use the Cloudera Software; (ii) replace the Cloudera Software; (iii) modify the Cloudera Software to make it non-infringing; or (iv) if Ordering Activity's use of the Cloudera Software is enjoined in a non-appealable judgment, and CGSI determines that it is not commercially reasonable to perform any of alternatives (i) through (iii), CGSI or Ordering Activity will terminate the license for the allegedly infringing Cloudera Software, and CGSI will refund the pre-paid and unused fees paid by Ordering Activity for the use of such allegedly infringing Cloudera Software; or (B) with respect to allegedly infringing Work Product, procure for Ordering Activity the right to continue to use the Work Product; (ii) replace the Work Product; (iii) modify the Work Product to make it non-infringing; or (iv) if Ordering Activity's use of the Work Product is enjoined in a non-appealable judgment, and CGSI determines that it is not commercially reasonable to perform any of alternatives (i) through (iii), CGSI will terminate the Order Form under which such alleged infringement occurred, and upon such termination, Ordering Activity must, at CGSI's option, return or destroy such Work Product and any and all Pre-Existing Property and CGSI IP, and CGSI will provide a refund of all fees paid under such Order Form for the allegedly infringing Work Product.

7.3   In no event will CGSI have any obligations under this Section 7 or any liability for any IP Claim if the IP Claim is caused by, or results from: (i) Ordering Activity's combination or use of the Cloudera Software or Work Product with non-Cloudera software or services, or any equipment, data or other materials, if such IP Claim would have been avoided absent such combination or use; (ii) modification of the Cloudera Software or Work Product by anyone other than CGSI if such IP Claim would have been avoided by use of the unmodified Cloudera Software or Work Product; (iii) Ordering Activity's continued allegedly infringing activity after being notified thereof or after being provided modifications that would have avoided the alleged infringement; (iv) Ordering Activity's use of the Cloudera Software or Work Product in a manner not strictly in accordance with the Agreement; (v) CGSI's modification of the Cloudera Software or Work Product in compliance with Ordering Activity's specifications; (vi) use of other than CGSI's most current release of the Cloudera Software if the IP Claim would have been avoided by use of the most current release, provided Ordering Activity is given an opportunity to use such most current release for no additional fee; or (vii) any open source software. Further, notwithstanding anything to the contrary set forth herein, where Ordering Activity's active subscription(s) consist solely of the Cloudera Enterprise Essentials Edition product for a Subscription Period of fewer than three (3) years, CGSI will have no obligations under this Section 7 and no liability for any alleged infringement.

7.4   THIS SECTION 7 STATES CGSI'S ENTIRE LIABILITY AND ORDERING ACTIVITY'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT OR ALLEGED INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

8.   Limitation of Liability.

8.1   (A) 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 THE 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. (B) A PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT PAID BY THE ORDERING ACTIVITY TO CGSI FOR THE USE OF THE CLOUDERA PRODUCTS, HORTONWORKS PRODUCTS AND THE SERVICES AS SPECIFIED IN THE APPLICABLE ORDER FORM(S) DURING THE TWENTY-FOUR MONTH PERIOD IMMEDIATELY PRIOR TO THE ACCRUAL OF THE FIRST CLAIM.

8.2   EXCLUSIONS. THE LIMITATIONS OF LIABILITY IN SECTION 8.1 DO NOT APPLY TO: (I) CLAIMS ALLEGING FRAUD OR WILLFUL MISCONDUCT; AND (II) BREACHES OF SECTIONS 2.1 OR 2.2. THE LIMITATIONS OF LIABILITY IN SECTION 8.1(B) DO NOT APPLY TO: (I) CGSI'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7; AND (II) CLAIMS FOR NON-PAYMENT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

8.3   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; Renewal. Unless terminated as provided in the Agreement: (i) the term of this ESMA will commence on the Effective Date and continue for as long as Ordering Activity has an active subscription to Cloudera Products and/or an active Order Form for Services; and (ii) each Order Form for Professional Services expires one year from the initial effective date of such Order Form, unless both parties agree in writing to extend the term of such Order Form. The Subscription Period may be renewed for additional successive one (1) year terms by executing a new Purchase Order in writing.

9.2   Termination for Cause. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, CGSI shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

9.3   Effect of Termination. Upon any expiration or termination of the Agreement or an applicable Order Form: (i) all rights and licenses granted to Activity under the Agreement to the Cloudera Product and all rights to receive Hortonworks Support under the Agreement will immediately terminate; (ii) Ordering Activity must immediately remove any associated license keys provided by CGSI for the purpose of enabling the applicable Cloudera Product features and cease any use of such keys; (iii)

upon request from CGSI, Ordering Activity must confirm in writing Ordering Activity's compliance with the foregoing provisions in (i) and (ii); and (iv) each of Ordering Activity and CGSI 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; 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 internal backup policies or applicable law; and provided further that such retained Confidential Information remains subject to the requirements of Section 5.1 and are used for no other purpose. Each of Ordering Activity and CGSI will immediately confirm in writing that it has complied with Section 9.3(iv) if requested by the other party. The following Sections will survive any expiration or termination of this ESMA: 1, 2.2, 2.3, 3.4.1, 3.4.2, 4, 5, 6.4, 8, 9.3 and 10.

10.   General Provisions.

10.1   Entire Agreement and Conflicts. The Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), sets forth the entire agreement and understanding of the parties relating to the subject matter of the Agreement, and supersedes all prior or contemporaneous agreements, proposals, negotiations, conversations, discussions and understandings, written or oral, with respect to such subject matter and all past dealing or industry custom. The Agreement or a negotiated Order Form will prevail over any additional, conflicting or inconsistent terms and conditions which may appear on any purchase order furnished by Ordering Activity.

10.2   Independent Contractors. Neither party will, for any purpose, be deemed to be an agent, franchisor, franchise, employee, representative, owner or partner of the other party, and the relationship between the parties will only be that of independent contractors. Neither party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

10.3   Diagnostics and Reporting. Ordering Activity acknowledges that the Cloudera Software and the Cloudera Online Services contain a diagnostic functionality as its default configuration. The diagnostic function collects configuration files, Licensed Metric count, software versions, log files and other information regarding Ordering Activity's environment and use of the Cloudera Products, and reports that information to CGSI for use to proactively identify potential support issues, to understand Ordering Activity's environment, to enhance the usability of the Cloudera Products, and for other internal CGSI purposes. While Ordering Activity may elect to change the diagnostic function in the Cloudera Software in order to disable regular automatic reporting or to report only on filing of a support ticket, Ordering Activity agrees that, no less than once per quarter, it will run the diagnostic function and report the results to CGSI.

10.4   Assignment. Neither the Agreement nor any right or duty under the Agreement may be transferred, assigned or delegated by COrdering Activity, by operation of law or otherwise, without the prior written consent of CGSI, and any attempted transfer, assignment or delegation without such consent will be void and without effect; provided that rOrdering Activity may assign this ESMA and/or any Order Form(s), including all rights and duties thereunder, to any of its Affiliates, upon written notice to CGSI, provided that such Affiliate agrees in writing to assume all obligations of rOrdering Activity hereunder, and that such Affiliate is, in the sole judgment of CGSI, adequately capitalized and credit-worthy. The Anti-Assignment Act, 41 USC 6305, prohibits the assignment of Government contracts without the Government's prior approval. Procedures for securing such approval are set forth in FAR

42.1204. Subject to the foregoing, this ESMA will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns.

10.5   Third Party Software. Notwithstanding any terms to the contrary in the Agreement, Ordering Activity acknowledges and agrees that: (i) the Cloudera Products contain Third Party Software; and (ii) in addition to the terms of the Agreement, there may be terms of such third party licenses applicable to the Third Party Software different from the terms of this ESMA. Ordering Activity hereby acknowledges that CGSI makes the list of Third Party Software, as well as the applicable third party software license terms and copyright notices, available to Ordering Activity: (i) on Cloudera's website, (ii) in the Cloudera Product source code and/or the third party notice file that accompanies the Cloudera Product, and/or (iii) as otherwise agreed between the parties. Nothing herein shall bind the Ordering Activity to any Third Party terms unless the terms are provided for review and agreed to in writing by all parties.

10.6   Amendments and Waivers. No modification, addition or deletion or waiver of any rights under this ESMA 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.

10.7   Notices. 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 Form, 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 Form or at such other address as may 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.

10.8   Force Majeure.Excusable delays shall be governed by FAR 52.212-4(f).

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

10.10   Reserved.

10.11   Governing Law; Venue. This Agreement is made and will be governed by and construed in accordance with the Federal laws of the United States.

10.12   Government Entities. If Ordering Activity is a Government Entity, the following applies: The Cloudera Software is provided with RESTRICTED RIGHTS as customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software).

10.13   Severability. If any provision of this ESMA is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of this ESMA will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by

the 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 ESMA 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.

10.14   Counterparts. This ESMA, and any Order Form, may be executed: (i) in two or more counterparts, each of which will be deemed an original and all of which will together constitute the same instrument; and (ii) by the parties by exchange of signatures by electronic means or scanned and emailed signature service where legally permitted. For clarity, electronic, digital, machine-generated or images of signatures will create a valid and binding obligation of the executed party.

10.15   Anti-Corruption Compliance. Each party will comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.K. Anti-Bribery Act, and all other applicable anti-corruption laws. Each party acknowledges and agrees that no payment or gift of money or anything of value has been or will be offered, authorized, promised, provided or paid, directly or indirectly, to any government official, state-owned enterprise official, public international organization official, political party official (or candidate for such office) or political party for the purpose of influencing official acts and decisions (including failures to act or decide) in order to assist the other party in obtaining or retaining an improper business advantage. Each party will promptly notify the other party if it receives a request to take any action which may violate its obligations under this Section.

10.16   Audit. During the term of the Agreement and for a period of six (6) months thereafter, CGSI and/or an independent auditor on behalf of CGSI will have the right to audit Ordering Activity's applicable systems, books and records, no more than once every calendar year, during Ordering Activity's normal business hours, subject to Government Security requirements, and in a manner that does not unreasonably interfere with Ordering Activity's normal business operations, to ensure Ordering Activity's compliance with the terms and conditions of the Agreement. If the audit reveals an underpayment, or a failure by Ordering Activity to fully comply with all the payment terms and conditions of the Agreement, then Ordering Activity will immediately pay CGSI the underpaid amount within thirty (30) days of the invoce receipt date, with interest accruing at the rate governed by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315, from the date such amount is due.