

CLOUDERA, INC.
ENTERPRISE SUBSCRIPTION MASTER AGREEMENT

This Enterprise Subscription Master Agreement (this “ESMA”) 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, Virginia 22102 (“Cloudera”) and _____, a _____ municipal corporation located at _____ (“Customer”) and sets forth the terms under which Customer may use certain Cloudera Products, and purchase certain Services under Order Forms governed by this ESMA. Cloudera (Government Solutions), Inc. is a subsidiary and Affiliate of Cloudera, Inc., 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.

1.3 “Authorized Partner” means a reseller or a distributor authorized by Cloudera 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 Cloudera as a hosted, cloud-based service, accessible to Customer 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 Cloudera’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, Customer 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 Cloudera 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 Customer 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 Cloudera 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 Cloudera 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 Customer under an applicable Order Form.

1.17 “Subscription Period” means the period of time as identified in the applicable Order Form during which Customer 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 Cloudera to Customer. 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 Cloudera in the course of Cloudera’s performance of the Professional Services and/or Training Services that is created for Customer 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 Cloudera during the course of performing Services that have or could have general applicability to Cloudera’s customers (“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 Cloudera during the course of performing the Services (“Cloudera IP”), provided that Cloudera IP will never include any of Customer’s Confidential Information.

2. Grants, Restrictions and Ownership.

2.1 Grants. Subject to the terms and conditions of the Agreement, Cloudera grants to Customer 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 Customer’s internal business purposes.

2.2 Restrictions.

2.2.1 Except as otherwise expressly set forth in the Agreement, Customer 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, Customer 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 In addition to the other provisions of the Agreement, Customer's licenses granted under the Agreement will terminate in the event that: (i) Customer installs any free Cloudera software product (including but not limited to Cloudera Express Edition) licensed under a separate free license (including but not limited to the Cloudera Standard License (CSL) on Cloudera's corporate website) on more than one hundred (100) Nodes (as defined in the CSL or in an Order Form) in total across all Customer environments; or (ii) Customer exceeds the installation limits for any free Cloudera software products stated in such separate free license.

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

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

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

2.6 Third Party Service Provider Rights.

2.6.1 Cloudera grants to Customer 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 Customer 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) Customer will be responsible for the acts and omissions of each such third party as fully as if they were Customer's acts and omissions.

2.6.2 Notwithstanding Section 2.6.1 (iii), Customer may use third party cloud service providers to host Cloudera Products for the benefit of Customer, provided that: (i) such third party's platform is supported by Cloudera; and (ii) Customer will be fully responsible for ensuring that such platform meets Customer'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 Cloudera's acceptance of Customer's Order Form or the Subscription Period start date indicated therein (whichever is later), Cloudera will make the Cloudera Products available for download (or, in the case of any Cloudera Online Services, will make the services available to Customer through Cloudera's 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. Customer acknowledges that Cloudera does not control the transfer of data over the internet and that Cloudera is not responsible for any delays or delivery failures caused by the internet.

3.2 Cloudera Products Support. Cloudera will use commercially reasonable efforts to provide the support services as set forth at <https://www.cloudera.com/legal/commercial-terms-and-conditions/support-terms-and-conditions/support-terms-and-conditions-2018-07-15.html> with respect to the Cloudera Products during the Subscription Period, as such services may be updated by Cloudera 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, Cloudera will provide to Customer 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 Customer's internal use. Customer 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 Customer upon delivery. Cloudera 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 Cloudera IP) vests in Customer and is deemed to be a work made for hire, and to the extent it may not be considered a work made for hire, Cloudera assigns to Customer all right, title and interest in and to the Work Product (excluding the Pre-Existing Property, General Enhancements, and the Cloudera IP) and any and all Intellectual Property Rights embodied therein. Notwithstanding any terms to the contrary in the Agreement, Cloudera 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. Cloudera grants to Customer a non-exclusive, non-transferable, revocable and limited license to use the Cloudera IP solely in conjunction with Customer's use of the Work Product, provided that Customer may not: (i) modify, disclose, alter, translate or create derivative works of the Cloudera IP; (ii) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Cloudera IP; or (iii) disassemble, decompile or reverse engineer any of the Cloudera IP.

3.4.2 Training Services. If Customer 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 Cloudera, 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 Cloudera. No title to or ownership of any property or any associated Intellectual Property Rights are transferred to Customer in the performance of the Training Services. In addition, Customer may not make recordings of any kind of the Training Services. Notwithstanding the foregoing, Customer 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. Customer will pay to Cloudera 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 Customer 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, Customer must notify Cloudera or its Authorized Partner, as applicable, of its elected use of such additional Metrics. In the event that during a Subscription Period, Customer: (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. Any such additional fees are subject to approval and appropriation by Columbus City Council. [acceptable to Cloudera]

4.1.3 Subscription Period Not Cancelable. Except for the provisions of this ESMA allowing for early termination, the Subscription Period is non-cancelable and non-terminable, and Cloudera will not be obligated to issue any refunds for subscription fees paid (except as expressly provided in this ESMA).

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. Fees do not include travel and related expenses incurred as a result of delivering the Services, and Customer will be responsible for such expenses as indicated in the applicable Order Form.

4.1.5 Payment Terms. Upon receipt of Customer'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, Cloudera or its Authorized Partner, as applicable, will invoice Customer the applicable fees as described in this Section 4.1. Fees are due to Cloudera within thirty (30) days of the date of Cloudera's correct invoice and the issuance of a certified purchase order [acceptable to Cloudera]. 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 Customer 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 Cloudera; and (ii) in the currency as set forth in the applicable Order Form.

. [deletion acceptable to Cloudera; Cloudera would request a tax exempt certificate]

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 characterized as Confidential Information at the time of disclosure or within a reasonable time after disclosure; [deletion acceptable to Cloudera] 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.

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. Cloudera expressly recognizes that Customer is subject to the Ohio Public Records Law and is required to disclose all information that does not meet an exception to that law, such as those things defined as a "trade secret" under Ohio Revised Code Section 1333.61(D).[acceptable to Cloudera]

5.1.4 Remedy for Breach. The parties agree that damages may be an inadequate remedy in the event of a breach of this Section 5.1. Therefore, the parties agree that a party is entitled, in addition to any other rights and remedies otherwise available, to seek injunctive and other equitable relief in the event of a breach or threatened breach of 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 Customer's use of the Cloudera Products, Hortonworks Products or Services: (i) beyond Account Data (as defined in the Data Policy) which may include limited Personal Data and that may be collected incident to Hortonworks' provision of Services, Cloudera agrees that it will not require Customer to deliver to Cloudera any "Personal Data" (as defined by the EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 – General Data Protection Regulation); and (ii) Customer agrees not to deliver any Personal Data to Cloudera; provided, however, that Customer's Account Data may include Personal Data, and will be governed by the Data Policy. To the extent that Cloudera processes any Personal Data as a data processor on behalf of Customer, the terms of the Data Protection Addendum included in Cloudera's Privacy Policy will apply.

5.3 Publicity. Subject to Customer's express prior written approval in each instance, which may for the purposes of this Section only be provided via e-mail, the parties may agree from time to time to collaborate on any or all of the following co-marketing deliverables: (i) inclusion of Customer's name and logo on Cloudera's website and public customer lists; (ii) publication of a press release describing Customer's election to use the Cloudera Products, Hortonworks Products or Services; and/or (iii) publication of a written or video success story describing Customer's use of the Cloudera Products, Hortonworks Products or Services.

5.4 Policies. Cloudera's Data Policy and Privacy Policy, located at <http://www.cloudera.com/legal/policies.html>, as may be updated by Cloudera from time to time (the "Data Policy" and the "Privacy Policy," respectively) will apply to Customer'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. Cloudera warrants that for a period of ninety (90) 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 Cloudera at <http://www.cloudera.com/content/support/en/documentation.html> (the "Documentation"). Customer must notify Cloudera of any non-conformance with this warranty during the Warranty Period, and as Cloudera's sole obligation and Customer's exclusive remedy for breach of warranty, Cloudera 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, Customer may return the applicable Cloudera Product(s) and obtain a pro rata return of the prepaid and unused subscription fees Customer paid to Cloudera for the defective Cloudera Product(s).

6.3 Services Warranty. Cloudera 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, Customer must notify Cloudera within thirty (30) days of the delivery of any non-conforming Services, and, Cloudera, at its sole discretion, will either: (i) re-perform such non-conforming Services at no additional charge to Customer, or (ii) refund any Services fees paid to Cloudera 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, CLOUDERA 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 CLOUDERA 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. CLOUDERA 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. Cloudera's Indemnification Obligations.

7.1 Subject to this Section 7, Cloudera agrees, at its own expense, to pay all Damages (as defined below) and defend Customer from (or at Cloudera's option, settle) any claim instituted by a third party and asserted against Customer that a Cloudera Software when 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 Customer: (i) promptly notifies Cloudera in writing of any such IP Claim; (ii) gives Cloudera sole control over the investigation, preparation, defense and settlement of the IP Claim; and (iii) assists and fully cooperates with Cloudera in the defense of same. Cloudera agrees to pay any damages awarded by a court of competent jurisdiction against Customer (or agreed to in a settlement by Cloudera) resulting from the IP Claim, including any awarded costs and awarded attorneys' fees (collectively "Damages"). Cloudera 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.

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

7.3 In no event will Cloudera 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) Customer'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 Cloudera if such IP Claim would have been avoided by use of the unmodified Cloudera Software or Work Product; (iii) Customer's continued allegedly infringing activity after being notified thereof or after being provided modifications that would have avoided the alleged infringement; (iv) Customer's use of the Cloudera Software or Work Product in a manner not strictly in accordance with the Agreement; (v) Cloudera's modification of the Cloudera Software or Work Product in compliance with Customer's specifications; (vi) use of other than Cloudera's most current release of the Cloudera Software if the IP Claim would have been avoided by use of the most current release, provided Customer 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 Customer's active subscription(s) consist solely of the Cloudera Enterprise Essentials Edition product for a Subscription Period of fewer than three (3) years, Cloudera will have no obligations under this Section 7 and no liability for any alleged infringement.

7.4 THIS SECTION 7 STATES CLOUDERA'S ENTIRE LIABILITY AND CUSTOMER'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 TO CLOUDERA FOR THE USE OF THE CLOUDERA PRODUCTS, HORTONWORKS PRODUCTS AND THE SERVICES AS SPECIFIED IN THE APPLICABLE ORDER FORM(S) UNDER THIS ESMA IN THE 12 MONTHS 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) CLOUDERA'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7; AND (II) CLAIMS FOR NON-PAYMENT.

8.3 SECTION 8 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS ESMA IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. Term and Termination.

9.1 Term; Automatic 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 Customer 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. [deletion acceptable to Cloudera]

9.2 Termination for Cause. Either party may terminate: (A) the Agreement for cause: (i) if the other party materially breaches the Agreement and does not remedy such breach within thirty (30) days after its receipt of written notice of such breach; or (ii) if the other party terminates its business activities or becomes insolvent, admits in writing to inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (B) any individual Order Form if the defaulting party fails to perform any material provision of such Order Form and does not cure the breach within thirty (30) days after receipt of written notice thereof. Termination or expiration of an individual Order Form will not affect any other Order Form or this ESMA except with respect to such terminated Order Form.

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 Customer under the Agreement to the Cloudera Product and all rights to receive Hortonworks Support under the Agreement will immediately terminate; (ii) Customer must immediately remove any associated license keys provided by Cloudera for the purpose of enabling the applicable Cloudera Product features and cease any use of such keys; (iii)

upon request from Cloudera, Customer must confirm in writing Customer's compliance with the foregoing provisions in (i) and (ii); and (iv) each of Customer and Cloudera 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 Customer and Cloudera 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 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 will prevail over any additional, conflicting or inconsistent terms and conditions which may appear on any purchase order furnished by Customer, and any additional terms and conditions in any such purchase order will have no force and effect, notwithstanding Cloudera's acceptance or execution of such purchase order.

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. Customer 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 Customer's environment and use of the Cloudera Products, and reports that information to Cloudera for use to proactively identify potential support issues, to understand Customer's environment, to enhance the usability of the Cloudera Products, and for other internal Cloudera purposes. While Customer 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, Customer agrees that, no less than once per quarter, it will run the diagnostic function and report the results to Cloudera.

10.4 Assignment. Neither the Agreement nor any right or duty under the Agreement may be transferred, assigned or delegated by Cloudera or Customer, by operation of law or otherwise, without the prior written consent of the other party, and any attempted transfer, assignment or delegation without such consent will be void and without effect; provided that Cloudera may assign this ESMA and/or any Order Form(s), including all rights and duties thereunder, (i) to any of its Affiliates, upon written notice to Customer, provided that such Affiliate agrees in writing to assume all obligations of Cloudera hereunder, and that such Affiliate is, in the sole judgment of Cloudera, adequately capitalized and credit-worthy, and (ii) to a purchaser of all or substantially all. 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, Customer acknowledges and agrees that: (i) the Cloudera Products contain Third Party Software; and (ii) Customer agrees that, in addition to the terms of the Agreement, its use is further subject to the terms of such third party licenses applicable to the Third Party Software. Customer hereby acknowledges that Cloudera makes the list of Third Party Software, as well as the applicable third party software license terms and copyright notices, available to Customer: (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. Further, Customer hereby acknowledges that such third party suppliers disclaim and make no representation or warranty with respect to such Third Party Software or any portion thereof, and assume no liability for any claim that may arise with respect to such Third Party Software or Customer's use or inability to use the same.

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

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

10.11 Governing Law. This ESMA is made and will be governed by and construed in accordance with the laws of the State of Ohio, excluding its choice of law principles to the contrary.

10.12 Government Entities. If Customer 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), and in similar clauses in the NASA FAR Supplement.

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 this Agreement, Cloudera and/or an independent auditor on behalf of Cloudera will have the right to audit orders from Customer to Cloudera provided hereunder, and Customer’s usage of Cloudera’s Products, including invoices and Customer payment records associated with such orders and usage. Such audits may be conducted no more than once per calendar year, limited to copies of Cloudera’s invoices and Customer payment records related to Customer’s orders and usage over the preceding twelve (12) month period, will occur during Customer’s normal business hours and in a manner that does not unreasonably interfere with Customer’s normal business operations. Each party will pay the costs that it incurs in the course of the audit; provided, that if the audit reveals an underpayment, or failure by Customer to fully comply with the payment terms and conditions of the Agreement, then Customer will immediately pay Cloudera the unpaid amount, subject to receipt of a proper invoice by the Customer and appropriation of funds by the Columbus City Council.

In witness whereof, the parties’ authorized representatives have executed this Enterprise Subscription Master Agreement as of the Effective Date.

CLOUDERA

CUSTOMER

Cloudera (Government Solutions), Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____