DATABRICKS API TERMS

License

If you are an organization who has been granted a Databricks API License in a partner agreement **("Partner Agreement")** between **Databricks, Inc. ("Databricks"** or **"we")** and your organization ("**Partner**" or "**you**") by referencing these terms (these "**Terms of Service**"), then Databricks grants Partner a limited, royalty-free, non-exclusive, non-transferable, non-sublicenseable right and license use the Databricks API(s) that we provide you, solely for the purposes of creating and using an approved integration between your application ("**Partner Application**") and the Databricks Lakehouse solution ("**Integration**"), and to sublicense such APIs to your end customers ("**Customers**") to permit Customers to use the Integration. Capitalized terms used (but not defined) in these Terms of Service are as defined in the Partner Agreement. This license is conditioned upon Partner's compliance with the terms and conditions of the Partner Agreement.

Term

The Databricks API license grant above applies during (1) the period indicated in the Partner Agreement, to create and maintain the Integration and (2) during the Wind Down Period indicated in such Partner Agreement, only with respect to operating an Integration, for the benefit of existing Customers who were already using the Databricks API when the Wind Down Period started.

Limitations on Use.

When using Databricks APIs, Partner may not (and will procure that its Customers do not):

- Exceed any usage limit(s) specified in the Documentation or otherwise attempt to bypass any technical control measures, or reverse engineer or attempt to extract the source code from any Databricks API or any related software, except to the extent that this restriction is expressly prohibited by applicable law;

- Misrepresent or mask identity when using the Databricks APIs, or (when authentication is required by the API), access the Databricks API other that with your Databricks-provided credentials that uniquely identify Partner;

- Sublicense a Databricks API for direct use by a third party, or remove, obscure, or alter any Databricks terms of service or any links to or notices of those terms (if any have been provided with the APIs).

- Perform an action with the intent of introducing to any Databricks products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature, or interfere with or disrupt the Databricks APIs or the servers or networks providing the Databricks APIs;

- Use the Databricks APIs to pass content for which Partner does not have sufficient legal rights, or Defame, abuse, harass, stalk, or threaten others, or Promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements

- Use for any activities where the use or failure of the Databricks APIs could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems), or to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State;

Monitoring of Databricks API; Identification of Usage.

- **Monitoring.** Partner acknowledges and agrees, and will procure that any Customer also do so, that Databricks may monitor the usage of the Databricks APIs (which data collection may include Personal Data, including IP address).

- **Identification of Usage**. If the Databricks APIs permit it, Partner will always identify itself with respect to any Databricks API calls it makes (on its behalf and on behalf of its Customers) with the identifiers (e.g., API tokens) Databricks provided to Partner.

- **Update to API License; Termination of Access**. Databricks may update Partner's rights to use the Databricks APIs at any time by sending Partner a notice with new terms. Databricks may terminate Partner's access to the Databricks API for any violation of these API Terms of Service.

- **Open Source Software**. Some of the software required by or included in our Databricks APIs may be Open Source Software offered under an Open Source License.

    - **"Open Source Software"** means any open source, community or other free code or libraries of any type, including, without limitation, any code which (i) is made generally available on the Internet without charge or limitation or (ii) which meets the definition of 'open source' or 'free,' as defined by the Open Source Initiative or Free Software Foundation, respectively, or is licensed under any license agreement approved by either such entity (such as, for example purposes only, the GNU GPL, Mozilla or Apache license).

    - **"Open Source License"** refers to license terms for software meeting the definitions of ((i) or (ii) in the paragraph above. Open Source Licenses constitute separate written agreements. For certain Databricks APIs, Open Source Software is listed in the relevant Databricks-published Documentation.

    - To the limited extent an Open Source License expressly supersedes these API Terms, the Open Source License instead sets forth your agreement with Databricks for the applicable Open Source Software.

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