

Brickbuilder Partner Network: Marketplace Partners
Program Overview – Additional Terms

Databricks is the data + AI company

Marketplace Partners are critical to enable and accelerate organizations' delivery of data-driven innovations. Through the Databricks Marketplace and the power of Databricks Delta Sharing, participating data providers can distribute and monetize a broad array of Products, including but not limited to third party apps, MCPs, agentic solutions, dashboards, notebooks, and ML models.

Through the Databricks Marketplace Partner Program ("**Marketplace Partner Program**" or "**Program**") we offer participating Marketplace Partners the ability to promote their Products on the Databricks Marketplace, to help grow their business and deliver customer value through the Marketplace and Databricks platform.

Program Agreement

Partner Program Agreement. This Program Overview provides the Additional Terms that, together with the Terms, forms your Partner Program Agreement (also called the "**Agreement**") for participation in the Databricks Marketplace and Marketplace Partner Program. Capitalized terms used in this Program Overview have the meanings given in the Terms, if not otherwise defined in this document. We may periodically update the Program and the Agreement as set forth in the Terms.

Integrated Partner Terms. Partner's acceptance of the Agreement also constitutes acceptance of the Program Overviews for the Connected Partner Program and the Built-on Databricks Partner Program (or successor program or terms). Participation in either program is activated only upon Databricks' validation that Partner's submitted offering (i.e., integration, dataset, application) satisfies the specific criteria for the relevant program.

Tiers and Progression of our Partnership

Advancement through the Marketplace Partner Program involves progressive stages of partnership as set forth below.

- **Registered**: Partners at this Tier have a Product that has not yet been validated. This initial phase in the Program is a transitional entry stage to allow you access to reasonable information, tools, and assistance from Databricks in support of achieving and submitting a Product for Databricks review.
- **Bronze**: Partners at this Tier have a Product that has been validated by Databricks. When a Partner has a validated Product and meets the requirements to become a Partner, you are notified you are in the Bronze Tier and eligible to be listed on Databricks Marketplace and market yourself as a Marketplace Partner.
- **Silver**: Partners at this Tier meet all requirements set forth below including having a validated Product, meaningful customer impact, targeted marketing and sales engagement, and joint customer references.
- **Gold**: Partners at this Tier meet all requirements set forth below including having a heavily adopted Product, exceptional customer impact, strong strategic alignment and commitment to Databricks, and extensive sales and marketing collaboration.
- **Platinum**: Invite-only tier reserved for top-performing Partners only.

Appointment and Authorizations

Appointment. Databricks appoints Partner during the Term as a member of the Databricks Marketplace Partner Program which includes the ability to participate in the Databricks Marketplace. Your appointment shall be at the Program partnership level ("**Tier**") of which we notify you, from time to time, based on the status of your fulfilling Requirements.

Authorizations. During the Term, you may use the Marketplace to

- publish Listing(s) offering Consumers access to Products
- guide and enable Consumers to separately Transact with you, in order to sample, trial, subscribe to, and/or license such Products.

You are not authorized to sell or re-sell access and use of Databricks Platform under this Program or Agreement.

Requirements

To maintain the integrity of the Databricks ecosystem, all Partners must adhere to the Requirements set forth in the Agreement, including the Databricks partner program guide and Partner Well Architected Frameworks ("**PWAF**"). At any time, Databricks may update its Requirements or require additional technical milestones. Notwithstanding anything to the contrary in the Terms, Databricks reserves the right to audit each Product at any time to verify compliance with these requirements and standards. Partners agree to provide reasonable cooperation and access to ensure the technical alignment and security of the Product, as applicable. If Databricks determines, in its reasonable discretion, that a Product fails to meet our Requirements or standards, Databricks may suspend or terminate the Partner's access to Databricks environments, APIs, or Program benefits.

Benefits

Subject to Partner's qualification, Partners may access the Benefits listed in the Databricks partner program guide. All Benefits are subject to availability and Databricks reserves the right to modify Benefits at any time.

Partner Responsibilities – Generally

Marketplace Policies & Marketplace Documentation. Partner's use of the Marketplace must comply with Databricks' then-current Marketplace Policies and Marketplace Documentation.

Marketplace Account Administration. The provisions of the Terms relating to the "Partner Portal" shall apply to Partner's Marketplace account and any capabilities enabled through it for Program and Marketplace purposes.

Products and Consumer Relations

- **Products**. If Partner makes available any Product in the Marketplace, Partner is solely responsible for the legality of such content or items, including accuracy, completeness, and compliance with relevant laws and regulations. Partner warrants and represents that it has all necessary rights, permissions and consents (including the provision of any necessary notices) to provide the Products to Consumers and to or through Databricks and/or the Marketplace for the purposes contemplated under this Agreement. Databricks has no responsibility or liability for Partner's Products.
- **Consumer inquiries regarding Products (Questions, Support, Claims and Disputes)**. As between Partner and Databricks, Partner is solely responsible for any support or assistance regarding Products to Consumers. Any Consumer inquiries regarding Products (including inquiries regarding content, errors, quality, or refunds) will be redirected to the Partner for handling. Partner will assure its contact information in the Listing is accurate, complete, and current, to be reasonably available to Consumers for all such inquiries and such requests. Further, Partner is solely responsible to handle all Consumer claims and disputes relating to its Products. Databricks will make reasonable efforts to promptly refer any such inquiries to the Partner, of which Databricks becomes separately aware.
- **Partner Compliance with Applicable Law; Business Ethics**. Partner warrants and represents that it will comply with all applicable laws in connection with its use of the Marketplace, its Transactions, and its provision of Products. In connection with its use of the Marketplace and in the course of related Transactions, Partner shall not disclose or reveal Sensitive Personal Data to Consumers. If any Personal

Data is included within a Partner's Products, Partner represents and warrants that it complies with all applicable Data Protection Laws, including that Partner (i) collects, discloses, transfers, and maintains the Personal Data in accordance with such laws (e.g., obtaining any required consents), and (ii) enters into any legally required terms with Consumers before a Transaction. Partner shall at all times conduct activities in a professional manner and comply with Databricks' Code of Conduct applicable to third parties at http://databricks.com/legal/third-party-coc, or Partner's own code of conduct so long as it covers the topics in the Databricks Code of Conduct. However, if there are any topics in the Databricks Code of Conduct not addressed by your code of conduct, the Databricks Code of Conduct shall apply to that topic.

- **Listings**. You are solely responsible for assuring your Listing(s) are accurate, complete, and current, and for confirming and validating the production-readiness of your Listing(s). You may update or remove a Listing, including associated Product(s), from the Marketplace subject to this Agreement including the Marketplace Policies. You are responsible to assure the removal of any Product(s) is consistent with your obligations to Consumers.
- **Takedown Requests and Infringement Claims**. If applicable, and as necessary to comply with applicable law, Partner will promptly handle any requests to remove Products or other Partner content from the Marketplace based on violations of applicable third party rights, or other notices of alleged infringement or illegality relating to the Partner's Products in connection with the Marketplace, and will promptly notify Databricks of any such requests or notices.
- **Databricks Mitigation**. Databricks may refuse, modify, or remove Listings and/or Products, or suspend Partner's Marketplace access, to mitigate legal, regulatory, or reputational risks, or address Agreement violations. Where feasible and permitted by law, Databricks will provide prior notice and an opportunity to cure. Databricks is not obligated to monitor the information Partner furnishes in Listings or Products, or to monitor compliance with the Agreement. This Agreement does not create a third-party right of action.

Consumer Personal Data and Partner Privacy Policy

Consumer Personal Data. In connection with its use of the Marketplace, Partner (including its Affiliates supporting Partner's use of the Marketplace) may receive access to Personal Data of Consumers in connection with such Consumers' discovery, exploration, sampling, trial and/or subscription to the Products. Partner agrees that it, and all third parties and Affiliates (if/as applicable) who are provided or otherwise process the Personal Data, shall only use the Personal Data for Transactions (or other marketing communications concerning the Products, if Partner has obtained all other required Consumer consents for such additional use). In any case, Partner's use or transfer of such Personal Data shall be in accordance with Partner's public-facing privacy policy/notice(s), and applicable Data Protection Law.

Partner Privacy Policy. Partner shall provide Databricks a link to Partner's Privacy Policy, and shall ensure such link remains publicly-available, up-to-date and operational throughout the Term. A link to Partner's Privacy Policy is included within the Marketplace where Consumer Personal Data is collected by or on behalf of Partner in connection with a Transaction.

Branding/Marketing

Partner's Marketing of Program Participation. During the Term, following your acceptance into the Program as a Bronze, Silver, Gold, or Platinum Partner you may use the Databricks Marks to market your participation in the Program and partnership with Databricks. For clarity, during the "Registered" phase, you are not permitted to publicly assert "Partner" status with Databricks.

- When marketing your participation in the Marketplace and/or the availability of the Products you List on the Marketplace, you may refer to yourself as a "*Databricks Partner*", "*Databricks Data Partner*", "*Databricks Marketplace Partner*", "*Databricks Apps Partner*", or "*Databricks Data Provider*".
- References to Databricks Marks are subject to this Agreement, Databricks Trademark Guidelines and Databricks' Marketing Guidelines, as supplied or published to you. All other uses of Databricks' Marks will be subject to our prior written approval.

Support

By Partner. You are responsible for providing all technical assistance and support in connection with your Products and your delivery of such Products.

By Databricks. We provide Support for the Databricks Platform to Customers who have separately purchased Databricks Support. (This includes Customers who are Consumers, or you as a Customer). As between Databricks and Partner, we will have sole responsibility for the maintenance of the Marketplace (for clarity, this excludes responsibility for maintaining Partner Materials and your Products).

Licenses and Ownership

Products. The Products you List must be owned by you and/or your licensors,.

Listing Content. The content you make available for a Listing (other than Products) is "Partner Materials". You own Partner Materials, or you must have all necessary rights and consents to supply and use Partner Materials in the manner contemplated under this Agreement. For clarity, Partner Materials includes Partner Marks, and any text, images, videos and other content, including linked or referenced Materials you supply for inclusion in or through a Listing. Subject to the Agreement you grant Databricks a worldwide, royalty-free, non-exclusive right and authorization to process, display, modify, and make available such Listing content solely in connection with marketing, operating, and improving the Marketplace, and performing our obligations under this Agreement, (including displaying your Listing information via a tile in the Marketplace as described above).

Marketplace. The Marketplace is owned by Databricks and its licensors, and is protected under applicable laws of the United States and other jurisdictions. For clarity:

- the Marketplace includes all text, images, videos and other content (including linked or referenced Materials not supplied by you, your Affiliates or representatives) but excludes your Partner Materials, your Partner Marks, and the Products you list. Databricks hereby grants Partner a limited, non-transferable, non-sublicenseable and non-exclusive license to access and use the Marketplace subject to this Agreement.
- Partner's Affiliates may access and use the Marketplace on Partner's behalf solely to enable and support Partner's participation in the Program but only under Partner's Marks.

Some Additional Terms

Subcontracting; Affiliates. Either Party may use subcontractors and other third-party providers (including Affiliates) in connection with the performance of its activities under these Terms as it deems appropriate, provided that each Party remains responsible for the performance of each such subcontractor, Affiliate, or third-party provider.

Databricks Warranty. Databricks warrants (to Partner only) that the Marketplace will function in substantial conformity with the Marketplace Documentation. Except as expressly set forth in the preceding sentence, the Marketplace is provided on an as-is and as-available basis, and Databricks disclaims any representations or warranties of any kind, implied or expressed with respect thereto, including warranties of fitness for particular purpose, or merchantability. Databricks does not represent or warrant that access to the Marketplace will be uninterrupted or error-free, or that the Marketplace, Marketplace Documentation or Marketplace Policies will be correct or complete.

Partner Warranty and Disclaimer. Partner warrants (to Databricks only) that it has appropriate and sufficient rights to market, offer, share and transmit the Partner Marks, Partner Materials, and the Products (and to authorize Databricks' activities in connection with supporting the foregoing) in connection with the Marketplace as contemplated by this Agreement. Except as expressly set forth in the preceding sentence, the Partner Marks and Products are provided on an as-is and as-available basis, and Partner disclaims any representations or warranties of any kind, implied or expressed with respect thereto, including warranties of fitness for particular purpose, or merchantability. Partner does not represent or warrant that access to Products will be uninterrupted or error-free, or that the data supplied in Products will be correct or complete.

Marketplace Usage Data. Databricks may collect and use operations and usage data in connection with Partner's use of the Marketplace, including metadata and information about Partner's use and evaluation of Previews, to develop, improve, support, and operate the Marketplace and Databricks products and services.

Term and Termination

Term. The Term of this Agreement, and Partner's appointment as a member of the Databricks Marketplace Partner Program, shall be ongoing from the date you are accepted into the Program, until terminated in accordance with the Terms.

Effect of Termination. The following is in addition to the effects of termination stated in the Terms, and supersede the Terms in the event of a conflict. Upon the effective date of termination:

- Partner will remove its Listing(s) from the Marketplace.
- Neither party will market itself as a partner of the other under this Program, or market Partner's or its Product(s) availability via the Marketplace, nor enter into any agreement with a new Consumer that relies upon Partner's use of the Marketplace.
- Partner will continue to allow Consumers continued use of purchased Products until the expiration or termination of the Consumer's subscription under the Partner/Consumer Terms.
- All provisions of the Agreement that should reasonably survive during the Wind Down Period to facilitate the orderly disposition of the partnership relationship, to support minimizing disruption of Consumers, and to avoid reputational damage to either organization, shall continue to apply.

Collaborative Wind-Down. In addition to the effects of termination stated in the Terms, the following terms specific to the Marketplace Partner Program and Partner's Product(s) will apply:

- "**Wind Down Period**" refers to the twelve (12) months following Term expiration or termination.
- During the Wind Down Period:
  - Solely as relates to supporting Consumers existing as of the termination of the Term, Partner will continue to perform its obligations and be entitled to continue to exercise the rights specified under this Program Overview.
  - Neither party will market itself as a partner of the other.
- Any collaborative support arrangements between Databricks and Partner will terminate at the end of the Wind Down Period. All provisions of the Agreement that should reasonably survive during the Wind Down Period to facilitate the orderly disposition of the partnership relationship, to support minimizing disruption of Consumers, and to avoid reputational damage to either organization, shall continue to apply.
- Databricks may need up to 60 days to disable and remove any embedded Partner branding visible within the Marketplace (e.g. tiles bearing Partner's name/logo and those of its Product(s)).
- **Termination for Cause**. If Partner's participation in the Marketplace Partner Program is terminated for cause, there shall be no Wind Down Period.

Agreements

Partner/Databricks Agreement - for Partner's Program participation and Marketplace use

This Agreement governs Partner's participation in the Program and use of the Marketplace. The Marketplace is not part of the Databricks Platform product, however, your use of the Marketplace requires you to subscribe to and use certain features of Databricks Platform functionality (e.g., the Databricks Delta Sharing feature) to share certain Products with Consumers. The Marketplace Policies, Marketplace Documentation, this Program Overview, and the Terms govern in that order of precedence, if there is a conflict by and among such documents in connection with Partner's use of the Marketplace.

Partner/Licensing Entity Customer Agreement - for use of the Databricks Platform product

Your "**Customer Agreement**" is Partner's separate agreement with a Licensing Entity, governing your use of the Databricks Platform and related charges accruing from your use. If you have any claims concerning the Databricks Platform, and/or your or others' use of it, you will raise any such claims with your Licensing Entity, under your Customer Agreement, rather than under this Agreement.

Partner/Consumer Terms – Regarding Partner's Products

You are solely responsible for establishing "**Partner/Consumer Terms**" that you deem appropriate for such Consumers' access, sampling, trial, use, subscription, and/or licensing of your Products, or to support other Transactions you enter into with Consumers. Partner covenants that Partner/Consumer Terms will (1) explicitly state that such agreement is between Partner and the Consumer, (2) state that Partner is solely responsible for the Products including any warranties, support or disputes relating thereto, and (3) at minimum comply with legal and privacy requirements applicable to the Products in question, including requirements prohibiting the reverse-engineering of de-identified Personal Data. Databricks is not a party to the Partner/Consumer Terms, and disclaims all liability arising from or related to such agreements. Partner acknowledges that Partner is solely responsible to enforce the Partner/Consumer Terms under which Consumers access Products, and Databricks has no obligation to monitor, limit or enforce such Consumers' use.

Databricks/Consumer Marketplace Terms - Regarding Consumer's Marketplace Use

Databricks establishes "**Databricks/Consumer Marketplace Terms**", e.g. terms with Consumers concerning their access and use of the Marketplace, available at https://www.databricks.com/legal/Marketplace-Consumer-Terms. Databricks does not include grant rights or make commitments regarding use of Partner's Products, and Partner is not a third party beneficiary of the Databricks/Consumer Marketplace Terms.

Key Program Definitions

Capitalized terms used but not otherwise defined in this Program Overview (including its Attachments) have the meanings given in the Terms. Defined terms may be used in the singular or plural as the context indicates.

Consumer	An existing or potential client of Partner, who discovers, explores, and/or accesses Products through the Marketplace.
Customer Agreement	The separate agreement between Partner and its Licensing Entity, governing Partner's use of the Databricks Platform. In the absence of such agreement, the Databricks standard terms of service apply (as found at https://www.databricks.com/legal/mcsa).
Databricks/Consumer Marketplace Terms	As defined in the provision entitled "*Agreements*", above
Databricks Customer	An organization that is a current or prospective purchaser of Databricks Platform.
Databricks Platform	Means both the Databricks Platform Services and Databricks Powered Services. • "**Databricks Platform Services**" (also called "Databricks Unified Analytics Platform Services") means the Databricks data processing platform services, on any cloud service provider on whose platform Databricks provides our solution, as indicated on our Cloud Provider Directory (e.g. www.databricks.com/cloud-provider-directory). • "**Databricks Powered Service**" means the then-current list of any third-party software or service powered by Databricks located at https://www.databricks.com/cloud-provider-directory and provided to Customer under contractual terms between Customer and such third party .
Licensing Entity	The party to your Customer Agreement who grants you use of the Databricks Platform (e.g., either Databricks, or Microsoft Azure).

Listing (also, to "**List**")	The information which Partner makes available on the Marketplace about Partner's Products, (or the act of creating same) which may include item title, description, any applicable metadata, Partner's name, trademarks, branding, Partner's privacy policy/ies and terms of use for its Products, and other information Partner makes available to Consumers through the Marketplace.
Marketplace	The Databricks Solution offered by Databricks and described in the Marketplace Documentation.
Marketplace Documentation	The then-current technical documentation, process requirements, and usage guides for the Marketplace, made available at http://docs.databricks.com/ (or Databricks-indicated successor URL)
Marketplace Policies	The then-current policies applicable to Partner available at http://docs.databricks.com/ (or Databricks-indicated successor URL)
Products	When used in this Program Overview, Products of Partner mean the tools, models, dashboards, visualizations, applications, software, services, information, datasets and/or other content or materials posted, collected, transmitted or otherwise included in Provider's Listing(s) and provided or made available to Consumers or Databricks by or on behalf of Partner (including by its Authorized User) in connection with Partner's participation in the Program, its Listing(s), and/or Partner's other use of the Marketplace.
Partner	The entity entering into this Agreement (also referred to as "you" or as "Partner" in the Terms), who publishes a Listing in the Marketplace, and makes available to Consumers the Products described in the Listing.
Partner/Consumer Terms	The contractual terms and conditions between Partner and a Consumer concerning Products, such as terms for the sampling and/or trial of and/or subscription to Products.
Partner's Privacy Policy	Partner's publicly-available privacy policy/notice(s).
Sensitive Personal Data	Personal Data that is not publicly available and includes or reveals any of the following: Social Security number, driver's license, state identification card, tax identification number, passport number, military identification number, or other unique identification number issued on a government document commonly used to verify the identity of a specific individual; account log-in, financial account, debit card or credit card number in combination with any required security or access code, password, or credentials allowing access to an account; economic position; consumer reports (as defined under the Fair Credit Reporting Act); precise geolocation; contents of mail, email, and text messages; racial or ethnic origin, political opinions, religious or philosophical beliefs, or citizenship or immigration status; trade union membership; genetic data; biometric data, such as a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry; health or medical data; health insurance information; data concerning a natural person's sex life or sexual orientation; or Personal Data of children under 16 years of age; and (ii) any similar terms defined under data protection laws, such as 'sensitive personal data' or 'sensitive personally identifiable information' 'personally identifiable sensitive data' defined under the Protecting Americans' Data from Foreign Adversaries Act, or bulk U.S. sensitive personal or U.S. Government-related data each as they are defined under data the U.S. Executive Order Preventing Access to American's Bulk Sensitive Personal Data and its implementing regulations.

Term	The effective duration of this Agreement, as defined in the provision entitled "*Term and Termination*" above.
Terms	The Databricks Partner Program Terms and Conditions at www.databricks.com/partnertcs
Transaction (also, to "**Transact**")	An interaction between Partner and Consumer in connection with the Marketplace, for the sampling, trial, access to and/or purchase of Products.