



DATABRICKS MASTER SUPPLIER AGREEMENT

(last revised: July 11, 2025)

Structure of Agreement

This Databricks Master Supplier Agreement ("**MSA**" or "**Terms**") is entered into between the Databricks entity ("**Databricks**") and its subsidiaries and affiliates and "**Supplier**" or "**Vendor**", meaning the entity or individual providing Goods or Services (defined below) identified in the signature block below and govern any and all agreements, engagement letters, statements of work, or other documents referencing this MSA and entered into by the Parties (each an "**Ordering Document**").

The Parties agree to these Terms for purposes of, and effective as of the date of last signature (the "**Effective Date**").

VENDOR:	DATABRICKS ENTITY:
Signature:	Signature:
Print Name:	Print Name:
Print Job Title:	Print Job Title:
Signature Date:	Signature Date:
Address:	Address: 160 Spear St., Suite 1300 San Francisco, CA 94105
Email for Notice:	Email for Notice: legal@databricks.com

Scope and Deliverables

1. Services

Vendor shall perform its obligations to Databricks in accordance with the specifications set forth in an Ordering Document, which will set forth, in detail, the merchandise, including but not limited to products, hardware, software, furniture, and equipment (“**Goods**”) and/or services (“**Services**”) provided under these Terms. An Ordering Document may contain additional or differing terms; however, the parties agree that, in the event of a conflict between the terms of the Ordering Document and these Terms, the Ordering Document will control.

2. Delivery, Packing, and Shipment

As applicable, Vendor shall deliver all Services, Goods and Deliverables in accordance with the schedule and terms set forth in an Ordering Document. Vendor shall prepare and ship all Goods and Deliverables requiring shipment in a manner that follows industry standard practice, is acceptable to common carriers, and is adequate to ensure safe arrival. Unless otherwise specified in an Ordering Document, all shipments shall be Free On Board Destination or, for international shipments, Delivery Duty Paid (as defined in [The Incoterms rules 2010](#)). Notwithstanding any prior inspections, Vendor bears all risk of loss, damage, or destruction prior to acceptance of Goods or Deliverables by Databricks. Any delays in shipment must be reported by Vendor to Databricks without unreasonable delay.

3. Acceptance of Goods and Deliverables

As applicable, payment does not constitute Databricks’ acceptance of Services, Goods or Deliverables. Vendor will test, remedy, and/or replace, without charge to Databricks, any and all portions of any Services, Good or Deliverable that Databricks finds to be defective or non-conforming. Unless otherwise provided in an Ordering Document, Databricks will have ninety (90) days from receipt of Services, Goods or Deliverables in which to inspect and accept such Services, Goods or Deliverables. If Vendor is unable to remedy any defective or non-conforming Services, Good or Deliverable within a reasonable period of time, Databricks may, at its option: (i) terminate the Ordering Document; (ii) return all or part of the defective or nonconforming Services, Goods or Deliverables to Vendor at Vendor’s expense; and/or (iii) keep the defective or non-conforming Services, Deliverables and Goods. Databricks will not be obligated to make any payments for non-conforming Services, Goods or Deliverables and shall be entitled to a refund of all prepaid fees for such non-conforming Services, Goods and Deliverables.

Commercials

4. Price and Scope

Prices for Services and Goods, including all results of the Services developed by Vendor for Databricks in performance of the Services either alone or jointly with others and whether completed or in-progress (“**Deliverables**”), are as specified in an Ordering Document. Databricks will have no payment obligation for: (i) additional or different Services or Goods rendered other than those described in an Ordering Document; (ii) Services performed or Goods delivered prior to the start date listed in an Ordering Document; or (iii) amounts exceeding what is expressly authorized in an Ordering Document. Any changes to the terms set forth in an Ordering Document, including changes to the type or amount of Services or Goods rendered, specifications, delivery schedules, or prices, must be mutually set forth in a mutually approved and executed written agreement between the parties. Unless expressly authorized in an Ordering Document, Vendor will not be entitled to be reimbursed for travel, living, or other expenses unless such expenses are pre-approved

in writing by Databricks.

5. Payment Terms

Except as otherwise specifically set forth in an Ordering Document, Vendor shall invoice Databricks monthly and in accordance with any reasonable invoicing instructions provided by Databricks. Invoiced amounts, unless otherwise stated in an Ordering Document, will be due and payable within forty-five (45) days of Databricks' receipt of a correct undisputed invoice submitted in conformance with the requirements of this Section. An acceptable invoice must contain sufficient detail to allow Databricks to determine the accuracy of the amounts billed, including a description of the items, quantities, and unit prices for all Services and Goods invoiced and any applicable tax and VAT information. If either party fails to make any payment due to the other party under this Agreement by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 4% per annum. A vendor must have a valid Purchase Order and reference that Purchase Order on any invoice submitted.

6. Taxes

Except as otherwise provided in this Section or as specifically set forth in an Ordering Document, the amounts to be paid by Databricks to Vendor do not include taxes. Databricks will pay Vendor any sales, use, or value-added taxes it owes for the Services and/or Goods and that applicable law requires Vendor to collect from Databricks, provided that such transaction taxes are separately stated on the original invoice related to the Service rendered or Goods provided. If Databricks provides Vendor a valid exemption certificate, Vendor will not collect the taxes covered by such certificate. If applicable law requires Databricks to withhold taxes from payments to Vendor, Databricks may withhold those taxes and pay them to the appropriate taxing authority and, in such case, Databricks will deliver to Vendor an official receipt for such taxes. Databricks is not liable for any taxes that Vendor is legally obligated to pay, including net income or gross receipts taxes, franchise taxes, and property taxes.

Intellectual Property

7. Intellectual Property

7.1 Databricks Intellectual Property. All information, data, documents, and materials (including Databricks trademarks) and other information provided to Vendor by Databricks under these Terms ("**Databricks Materials**") are and shall remain the property of Databricks or its licensors, which shall retain all intellectual property rights therein. Vendor obtains no right, title, or interest therein, except that during the Term, Vendor may use any Databricks Materials provided by Databricks for the sole, exclusive, and limited purpose of performing the Services in compliance with these Terms and any guidelines, standards, or other requirements prescribed by Databricks. Vendor shall not encumber the Databricks Materials in any way, and promptly shall return or destroy any and all Databricks Materials in Vendor's possession or control upon Databricks' request. Unless explicitly agreed by Databricks, none of the Deliverables or other Services created or provided by Vendor to Databricks under these Terms will be subject to any open source license, or other license terms, that require any Databricks Materials to be licensed to or shared with any third party.

7.2 Pre-Existing Intellectual Property. Each party will own and retain all right to its pre-existing intellectual property and to intellectual property developed outside of the scope of the Goods and Services provided under these Terms ("**Pre-Existing Intellectual Property**"). If Vendor incorporates any of its Pre-Existing Intellectual Property into any Good or Service or Deliverable, Vendor will continue to own such intellectual property; however, Vendor grants Databricks a worldwide, nonexclusive, perpetual, irrevocable, royalty-free, fully paid-up right and license, under all current and future intellectual property, to such intellectual property subject to any limitations set forth in the applicable Ordering Document. Except as

expressly set forth in an Ordering Document and this Section, no other rights, transfers, or licenses with respect to either party's intellectual property are granted.

7.3 Deliverables. Vendor hereby assigns and transfers, to the maximum extent allowed by applicable law, to Databricks and its successors and assigns all right, title, and interest in all work product (in any form or format) resulting from a Deliverable, inclusive of, but not limited to, all intellectual property rights in such work product. To the maximum extent permitted by law, Vendor waives all moral rights in the Deliverables. Where such assignment is not possible, Vendor grants to Databricks an exclusive, assignable, perpetual, irrevocable, worldwide license and rights to use and exploit such Deliverables (including any works and inventions therein) for any purpose. This includes, without limitation, comprehensive assignable, perpetual, irrevocable, exclusive worldwide right to use and exploit any work to which rights of authorship and copyright attach. It also includes, without limitation, the right to copy, change, process, translate, and market, whether by way of leasing, renting, or otherwise, any such Deliverable and to grant such rights to others. Upon Databricks' request, Vendor will execute and deliver such instruments and take such other action as may be required to carry out the assignment or grant made pursuant to this section.

Confidentiality

8. Confidentiality

8.1 Definition and Exclusions. "**Confidential Information**" means all information including oral communications, that is designated as "confidential" (or with a similar legend) or that a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, including, but not limited to, information relating to a party's security policies and business procedures which is received by a party ("**Receiving Party**") and disclosed by the other party ("**Disclosing Party**"). Confidential Information does not include information that: (i) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (ii) was or is obtained by the Receiving Party from a third party not under an obligation of confidentiality with respect to such information; (iii) is or becomes generally available to the public other than by violation of these Terms or another valid agreement between the parties; or (iv) was or is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

8.2 Restricted Use and Nondisclosure. The parties shall not make any use of Confidential Information except as required in the performance or provisioning of the Service or Goods and shall not disclose any Confidential Information to any person or entity except as necessary for the performance of the Services or on a need-to-know basis to its attorneys, auditors, and consultants who are under confidentiality obligations at least as restrictive as contained herein, and each party accepts responsibility for a breach of these Terms by any party to whom it provides access to the Confidential Information. Each party agrees to protect Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) it protects its own Confidential Information of a similar nature. Unless notification is delayed by applicable law or the actions or demands of a law enforcement agency, the Receiving Party shall promptly report to disclosing party any unauthorized acquisition, use, or disclosure of Confidential Information; provided that, in no event shall such notice exceed seventy-two (72) hours from Receiving Party's discovery of such unauthorized acquisition, use, or disclosure of Confidential Information.

8.3 Required Disclosure. If the Receiving Party is required by law to disclose any of the Disclosing Party's Confidential Information, the Receiving Party will promptly notify the Disclosing Party and reasonably cooperate in any effort to prevent or limit such disclosure.

8.4 Ownership. Except as provided in Section 8 above (Intellectual Property), nothing in these Terms grants a party any right, title, or interest in or to any of the other party's Confidential Information. Vendor's incorporation of Databricks' Confidential Information into Deliverables or Vendor Pre-Existing Intellectual Property will not render Confidential Information non-confidential.

8.5 Return or Destruction. Upon the earlier of the termination or expiration of the Ordering Document or upon the disclosing party's request, the Receiving Party shall promptly return (in a format reasonably requested by Disclosing Party) or destroy in an appropriate manner all Confidential Information provided by or on behalf of Disclosing Party or obtained by Receiving Party in connection the Goods or Services provided under these Terms and, upon Disclosing Party's request, shall provide certification of such destruction to Disclosing Party. Notwithstanding the foregoing, the parties may retain such copies as are reasonably necessary to comply with any laws or regulations applicable to the Receiving Party or to comply with Receiving Party's document retention policies, provided that such copies shall be subject to the these Terms while in the Receiving Party's possession.

8.6 Remedies. Receiving Party acknowledges that any breach of confidentiality will cause irreparable, non-monetary injury to the Disclosing Party, the extent of which may be difficult to ascertain. Accordingly, Disclosing Party may be entitled to seek injunctive relief in addition to all remedies available at law and/or equity, to prevent or mitigate any breaches of these Terms or damages that may otherwise result from those breaches. The obligations under this Section of these Terms are in addition to, and supplement, each party's obligations of confidentiality under applicable law and under any nondisclosure or other agreement between the parties.

Data Protection and Security

9. Privacy

9.1 Vendor will comply with all applicable data protection laws and regulations in connection with its provision of Goods or Services, as described in the Ordering Document(s), including, but not limited to, Regulation EU 2016/679 (the "**GDPR**") and the California Consumer Privacy Act of 2018 ("**CCPA**") (collectively, "**Applicable Privacy Law(s)**"). Vendor shall at all times retain, use, process and disclose any information that (a) relates to an identified or identifiable natural person (an identifiable person being one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his/her physical, physiological, mental, economic, cultural, or social identity); or (b) is protected as "personal data", "personally identifiable information," "personal information," or similar equivalent terms under Applicable Privacy Law(s), in each case which is processed by Supplier in connection with the Services ("**Personal Data**") solely for the purposes of providing the Services to Databricks in accordance with the Agreement and Databricks' documented lawful instructions. Vendor shall be responsible for all acts, omissions, and damages arising from the violation of its obligations under this Section by its affiliates, contractors, subcontractors, and Vendor Personnel. Vendor is hereby notified of and covenants and agrees to abide by the then-current Databricks Privacy Policy, as it may be published from time to time at <https://www.databricks.com/legal/privacynotice>.

9.2 Data Processing Agreement ("DPA"). To the extent applicable data protection laws apply to the processing of Personal Data under these Terms, the Parties agree to comply with the terms of the then-current DPA available at databricks.com/legal/vendordpa.

9.3 Vendor may collect certain information relating to the use by Databricks users of the Services ("Usage Data"), provided that (a) Usage Data does not contain and is not derived in any way from Databricks data provided to or access by Vendor in the course of providing Services or Deliverables to Databricks ("Databricks Data"); (b) Usage Data is not used in a manner that can reasonably identify

Databricks, its users or any third party other than for the internal business purposes of providing service or improving the Services solely for Databricks; (c) Usage Data is not published or shared with any third party (other than an authorized Subcontractor under the DPA) except in an aggregated fashion in a manner that is not capable, by itself or with other data, of identifying Databricks, its users or any third party (such Usage Data, "Identifiable Usage Data"); and (d) Vendor protects all Identifiable Usage Data with reasonable technical and organizational measures commensurate with the sensitivity of such Identifiable Usage Data, including without limitation, the use of pseudonymization techniques. Notwithstanding the foregoing, without the Databricks express consent, Databricks Data shall not be used, in whole or in part, for the training, development, or improvement of any AI models or machine learning algorithms. In the event Vendor seeks to use Databricks Data for this purpose, it shall obtain consent from Databricks for each specific instance of such usage. Such consent shall clearly outline the scope, purpose, and duration of usage of Databricks Data for AI model training.

9.4 To the extent Applicable Data Privacy Law(s) and Databricks' corresponding obligations and/or customer requirements change, Vendor shall provide good faith assistance to Databricks and execute any additional written agreements to reflect any necessary changes, as reasonably required by the circumstances. If Vendor is providing Services that require it to access or process Health Insurance Portability and Accountability Act ("HIPAA") and/or the Health Information Technology for Economic and Clinical Health Act ("HITECH") for or on behalf of Databricks, the parties agree that the then-current requirements set forth in the Business Associate Agreement available at databricks.com/legal/vendorbaa apply.

10. Security

Vendor has and during the Term shall continue to implement, monitor, and maintain information security policies and will use industry-standard safeguards and security technologies (including, if applicable, encryption, password protection and changes, and firewall protection) to protect against the disclosure, destruction, loss, or alteration of Databricks' Confidential Information. Vendor shall, and shall ensure that Vendor Personnel and any permitted subcontractors hereunder, comply with the obligations set forth in these Terms and any supplemental security terms executed by parties. Upon Databricks' request, Vendor shall provide all relevant third-party attestations, certifications, and reports relevant to the establishment, implementation, and control of Vendor's information security program, including, if applicable, Vendor's ISO 27001 certification, PCI DSS certification, and Service Organization Controls (SOC) reports.

Personnel

11. Vendor Personnel

Vendor will determine the methods, details, and means of performing the Services. Unless set forth in an Ordering Document, Databricks will not control, direct, or supervise Vendor's employees, independent contractors, vendors, agents, subcontractors, or invitees ("**Vendor Personnel**") in the performance of the Services. Vendor will use qualified individuals with suitable industry standard training, education, experience, and skills to perform the Services. Any Vendor Personnel, or employees of Vendor's subcontractors assigned to provide Services, with access to Databricks' facility or given access to Databricks' internal systems, Databricks' confidential information, or Databricks' customers' data or confidential information, must have undergone and passed a diligent background check ("**Vendor Background Check(s)**") prior to assignment, and, upon Databricks' request, Vendor shall provide evidence of completion of such background check. Vendor represents and warrants that Vendor Background Checks are conducted in accordance with applicable federal, state, and local laws, regulations, executive orders, and enforcement guidance, including

but not limited to the Fair Credit Reporting Act, anti-discrimination laws, and all other laws governing the use of background checks and/or information related to criminal history in employment.

Vendor further represents and warrants that Vendor Background Checks shall include at minimum: (A) for personnel in the United States (i) national criminal records search covering all counties, states, and federal court districts in which the individual has address history in the previous seven years; (ii) global sanctions and enforcement check; (iii) education verification; (iv) healthcare sanctions check; (v) prohibited parties check; (vi) national sex offender search; and (vii) social security number trace; or (B) for personnel outside of the United States (i) criminal or conduct search in accordance with local law; (ii) employment verification; (iii) education verification; and (iv) global sanctions and enforcement check. Vendor shall not assign any personnel who have failed any element of the Vendor Background Checks or who have been convicted of any felonies involving theft, fraud, financial crimes, controlled substances, violence, and/or possession or use of a dangerous weapon to perform the Services. Vendor agrees that Vendor Personnel who engage in inappropriate conduct while performing Services shall be removed and replaced immediately upon Databricks' reasonable request. Vendor shall require Vendor Personnel performing any of the Services to observe the security, confidentiality, and safety policies of Databricks or any third party reasonably required by Databricks, such as Databricks customers to whom Vendor Personnel provide services on Databricks' behalf. Vendor shall be fully liable for the performance, acts, and omissions of their Vendor Personnel. As applicable, Vendor is responsible for ensuring that all Vendor Personnel meet the reasonable requirements for the Databricks facility where the Vendor Personnel perform Services. Vendor is solely responsible for compensating Vendor Personnel and for withholding and paying all amounts required for any employer or employee tax or contribution, including local, state, and federal income tax, unemployment insurance, and disability insurance.

12. Subcontracting

Vendor shall not subcontract any Services without the prior written consent of Databricks, which Databricks may withhold in its sole discretion. If Databricks provides such written consent, then Vendor shall have the primary obligation to perform the Services and shall be fully responsible for the performance of any subcontractor and the compliance with all of its obligations by any subcontractor. Vendor is responsible for performing reasonable due diligence checks on all of its subcontractors including, as applicable, for legal, compliance, and reputational issues.

Warranties and Indemnities

13. Warranties

Vendor represents, warrants and covenants that:

13.1 Authorization. It (i) has all requisite corporate power and authority to fully perform the Services, to own and operate its assets, deliver the Goods, Deliverables and/or Services, carry on its business and sign these Terms and related Ordering Documents, and (ii) is duly organized, validly existing in good standing and qualified to do business under the laws of the location under which it is formed and operating.

13.2 Performance Standard. Services will be performed in a thorough and professional workmanlike manner, consistent with professional and industry standards by individuals with the requisite training, background, experience, technical knowledge and skills to perform the Services, and that the Deliverables will be of a good quality. It will provide the Services, and/or Deliverables, such that they will possess in all material respects the features, functionality, compatibility, configuration, scalability, performance and integration capabilities set forth in the applicable Ordering Document.

13.3 Non-infringement; Third-Party Licenses. The Goods and/or Deliverables created or provided under these Terms will be original work of Vendor or in the public domain, and will not infringe, misappropriate or violate the rights of any third party, including, without limitation, any intellectual property rights or any rights of privacy or rights of publicity. Vendor has all rights, licenses and interests necessary to provide the third-party intellectual property to Databricks and to grant Databricks the rights and licenses to use such third-party intellectual property for the purposes contemplated by this Agreement and the relevant Ordering Document.

13.4 Malicious Code. That no Deliverables provided by or made available by Vendor will contain Malicious Code nor will Vendor insert any Malicious Code into any Databricks environments or systems. The term, "Malicious Code" means code, files, scripts, agents or programs by whatever name which are intended, or otherwise likely to disrupt, damage, prejudice or gain unauthorized access to a computer system or otherwise adversely affect their recipient or computer systems or infrastructure they are accessed or installed on, including, without limitation, viruses, worms, time bombs, ransomware, spyware, adware, and trojan horses.

13.5 Merchantability. All Goods provided under these Terms will be merchantable and free from defects in design, workmanship, and materials.

14. Indemnification

Vendor shall indemnify, defend, and hold harmless Databricks and its affiliates, and each of their officers, directors, employees, and agents from and against all third-party claims, demands, suits, causes of action, awards, judgments, and liabilities, including reasonable attorneys' fees and costs, (collectively "**Claims**") arising out of: (i) Vendor or Vendor Personnel's fraud, negligence, willful or intentional misconduct; (ii) any actual or alleged infringement, misappropriation, or violation of any intellectual property rights of a third party by any Deliverable or Good or in performance of the Services; (iii) any claim for bodily injury, death, or property damage to the extent caused by Vendor in connection with the Services; or (iv) Vendor's breach of applicable law or these Terms, except to the extent directly due to Databricks' own negligence or intentional misconduct. Databricks will provide timely notice to Vendor of Claims, but late notice will only relieve Vendor of its obligation to indemnify to the extent that it has been prejudiced by the delay. Vendor will control the defense of Claims, provided that Vendor will not settle or compromise Claims in a manner that does not fully discharge the Claims or that imposes any obligation on, or restricts any right of, Databricks without Databricks' written consent.

Liability, Insurance, and Dispute Resolution

15. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR LIABILITY ARISING UNDER SECTION 14 (INDEMNIFICATION) AND/OR LIABILITY RESULTING FROM A BREACH OF CONFIDENTIAL INFORMATION (INCLUDING THE SECURITY AND PRIVACY THEREOF), INTELLECTUAL PROPERTY, AND COMPLIANCE WITH LAWS, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER: (1) IN EXCESS OF THE FEES PAID OR PAYABLE UNDER THESE TERMS; OR (2) UNDER ANY LEGAL THEORY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, LOST PROFITS, OR INCIDENTAL DAMAGES, HOWEVER CAUSED, ARISING OUT OF OR RELATING TO THESE TERMS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. Insurance

Vendor will maintain, at its sole expense, the following insurance and minimum limits (or the equivalent limits in applicable local currency):

- Commercial General Liability insurance limit of \$1,000,000 USD per occurrence for personal injury and property damage;
- Automobile Liability insurance combined single limit of \$1,000,000 USD per accident;
- Employers Liability insurance with minimum limits of \$500,000 USD per occurrence;
- Cyber Liability insurance, including network security and privacy liability, with a limit of \$2,000,000 USD each claim, if applicable to the nature of the Goods or Services;
- Professional Errors and Omissions Liability insurance with a limit of \$2,000,000 USD each claim, if applicable to the nature of the Goods or Services; and
- Statutory Workers Compensation coverage or similar to satisfy laws or regulations that apply to acts of Vendor and/or its agents, employees, or subcontractors under these Terms.

All insurance required of Vendor under this Agreement shall provide a Waiver of Subrogation in favor of Databricks. Commercial General Liability and Automobile Liability shall name Databricks as additional insured, with such coverage being primary and noncontributory. Upon Databricks' request, Vendor shall provide Databricks with a certificate of insurance evidencing such insurance coverages.

17. Governing Law and Venue

The governing law and exclusive venue applicable to any lawsuit or other dispute arising in connection with this Agreement shall be determined by the location of the Databricks entity contracting for the Services or Goods, including, but not limited to as follows:

Databricks Entity	Governing Law	Venue (courts with exclusive jurisdiction)
Americas; Middle East; Africa	New York	New York City (state and U.S. federal courts)
Australia & New Zealand	Australia	Victoria
Canada	Ontario	Toronto
Europe (including Turkey)	Ireland	Dublin
Pacific & Asia	Singapore	Singapore
United Kingdom	England & Wales	London
Databricks India	India	Bangalore

In any action or suit to enforce any right or remedy under or to interpret any provision of these Terms and/or any Ordering Document, to the extent permitted by law, choice of law rules, the United Nations Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act as enacted shall not apply. The prevailing party in any adjudicated action hereunder will be entitled to recover its costs, including reasonable attorney's fees.

Term and Termination

18. Term & Termination

18.1 Term. These Terms are effective as of the Effective Date and shall continue unless terminated by either party as set forth below ("**Term**"). The Agreement may be terminated by either party on thirty (30) days' prior written notice if there are no operative Ordering Documents outstanding. An Ordering Document will continue in force until the later of: (i) completion of the Services; (ii) delivery and acceptance of the Goods; or (iii) expiration of all warranties for Goods or Deliverables.

18.2 Termination.

a. Except as otherwise specifically set forth in an Ordering Document: (i) an Ordering Document for Goods may be terminated or canceled by Databricks, in part or in whole, for convenience immediately upon written notice; (ii) an Ordering Document for Services and/or Deliverables may be terminated or canceled by Databricks, in whole or in part, for convenience with fourteen (14) days' prior written notice.

b. Either party may terminate these Terms and any Ordering Document executed hereunder upon written notice if the other party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership or liquidation, in any jurisdiction, that is not dismissed within sixty (60) days of its commencement, or an assignment for the benefit of creditors.

c. If either party commits a material breach in the performance of any of its obligations under these Terms or any Ordering Document, then the other party may terminate, as applicable, these Terms and any Ordering Document in whole or in part by giving the defaulting party written notice of termination, unless the material breach or default in performance is cured within thirty (30) days after the defaulting party receives notice thereof.

18.3 Effect of Termination. Upon the effective date of termination by Databricks, Vendor shall: (a) immediately cease all work under the terminated Ordering Document and Databricks shall be liable for payment only for authorized work completed as of the date of termination; and (b) provide Databricks with any and all work in progress or completed work under the Ordering Document. Vendor will not charge Databricks for canceling Ordering Documents for standard Goods. If Databricks terminates an Ordering Document for Services as a result of Vendor's uncured breach, Vendor will refund Databricks a pro rata amount of any prepaid fees for Services and Databricks will not be liable for any further amounts payable under the Ordering Document. Notwithstanding the foregoing, provisions of these Terms relating to limitation of liability, indemnity, payment, confidentiality, security, privacy, and other provisions which by their nature are intended to survive will survive any termination or expiration of an Ordering Document.

Additional Terms

19. Audit

Databricks shall have the right, upon reasonable prior notice, to audit Vendor's compliance with its obligations under these Terms and its compliance with applicable laws. Vendor shall cooperate fully with such audit and shall provide Databricks (or its designated auditors) with access to all relevant records, systems, processes, and documentation reasonably necessary to demonstrate such compliance. Audits shall be conducted during regular business hours and in a manner that does not unreasonably interfere with Vendor's operations.

20. General

19.1 U.S. Federal Requirements. Databricks is a U.S. federal contractor. If the Goods or Services provided to Databricks are in support of a contract with the U.S. federal government, the then-current requirements set forth at databricks.com/legal/vendorsa/publicsector apply.

19.2 Sanctions Compliance. Vendor represents and warrants that Vendor is in compliance in all material respects with all applicable Sanctions, and, specifically, that none of Vendor nor any of its subsidiaries, affiliates, officers, directors, employees, nor, to the knowledge of Vendor, any of its Vendor Personnel, including agents, consultants, sales representatives, resellers, or any other person acting on behalf of Vendor, is: (i) a person or entity that is, or is owned or controlled by persons or entities that are (i) the target of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Department of State, the United Nations Security Council, the European Union or any European Union member state, His Majesty's Treasury of the United Kingdom, or any other relevant sanctions authority (collectively, "Sanctions"); (ii) located, organized, or resident in a country or territory that is the target of sanctions, including Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk People's Republic, and Luhansk People's Republic regions of Ukraine.

19.3 Compliance with Laws; Anti-Corruption; Code of Conduct. In connection with this Agreement, Vendor shall ensure that it and its Vendor Personnel will: (1) comply with applicable laws, including environmental laws and Anti-Corruption Laws (defined below), and shall not directly or indirectly offer or give money or anything of value to any person that has the purpose or effect of public, commercial or other bribery, or acceptance of or acquiescence in extortion, kickbacks, anti-competitive or other corrupt behavior, or other unlawful or improper means of obtaining or retaining business or improper advantage; and (2) at all times conduct activities relating to this Agreement in a professional manner and comply Databricks' Third Party Code of Conduct, available at [http://databricks.com/legal/third-party-coc](https://databricks.com/legal/third-party-coc); (3) not engage in any practices that are inconsistent with global standards and legislation surrounding human rights, modern slavery, human trafficking, and child labor; and (4) keep accurate books and records sufficient to fairly and accurately demonstrate the activities and transactions occurring in relation to this Agreement, including backup documentation necessary to support any expenses incurred in the performance of the Goods Services and/or Deliverables provided pursuant to this Agreement, which shall be made available to Databricks upon reasonable request. Additionally, Vendor shall not engage in any deceptive, misleading, illegal or unethical marketing or other activities that may be detrimental to Databricks, its products, customers, or the public, nor intentionally submit inaccurate or falsified information to Databricks.

As used in this Agreement, "Anti-Corruption Laws" means the anti-corruption laws and regulations applicable to a party's business (collectively, the applicable laws against bribery, corruption, anti-competition, money laundering and inadequate internal controls, books and records, such as the U.S. Foreign Corrupt Practices Act and the United Kingdom Bribery Act).

19.4 Non-Publicity. Vendor will not: (i) issue any press releases referencing Databricks; (ii) make any disclosures regarding an Ordering Document, its terms, or the nature or existence of any relationship between the parties; or (iii) use Databricks' trademarks, logo, service marks, corporate or other trade names, or other proprietary marks without Databricks' prior written consent. Notwithstanding the foregoing, if the purpose of the engagement under the Ordering Document includes Databricks' event sponsorship or other marketing activities performed by Vendor on behalf of Databricks (as detailed in the Ordering Document), Databricks grants Vendor a limited, non-exclusive, non-transferable, royalty-free license to use and display its name, trademarks, service marks, copyrights and logo for signage and other purposes solely related to Databricks' sponsorship of the event and in strict accordance with any logo, branding, or trademark guidelines communicated to Vendor.

19.5 Assignment. Vendor shall not assign any right or obligation under the Ordering Document without prior written consent of Databricks. Databricks may assign its rights under an Ordering Document or any portion thereof to a Databricks affiliate or successor.

19.6 Notices. Unless specified otherwise in any Ordering Document, any contractually or legally relevant notices required or permitted to be given under these Terms will be effective only if they are in writing and sent using: (a) an electronic signature service; (b) by certified or registered mail to the addresses; (c) confirmed email; or (d) a nationally recognized overnight courier, to the appropriate party. Unless notified in writing of a change of address, Vendor will send any required notice to Databricks, Inc., 160 Spear Street, Suite 1300, San Francisco, CA 94105, USA, attention: Legal Department (with a concurrent email cc: to Legal@databricks.com), or to the alternative Databricks Affiliate (if any) identified in an applicable Order, and Databricks will send any required notice to Vendor directed to the address Vendor provided upon acceptance of the Agreement. If no such address is provided, Databricks will provide notice to Vendor's registered address or publicly-known headquarters.

19.7 Relationship; No Agency. Vendor is an independent contractor of Databricks and shall not be construed or deemed to be an employee, agent, partner, associate or joint venturer of Databricks. All Vendor Personnel performing Services are, and shall for the period of assignment remain, employees of Vendor or subcontractors of Vendor (where permitted by these Terms) and such Vendor Personnel will not be entitled to any of Databricks' employee benefits. Under no circumstance shall Vendor have the right or authority to negotiate, conclude or execute any contract or legal document with any third person in the name of Databricks; to assume, create, or incur any liability of any kind, express or implied, against or in the name of Databricks; or to otherwise act as the representative of Databricks, unless and to the extent expressly authorized in writing by Databricks.

19.8 Waiver & Severability. A breach may be waived only in writing and will not waive other or subsequent breaches. The remedies provided herein are cumulative to further remedies provided by law or in equity. If any part of these Terms is held to be unenforceable, it will be severed from these Terms and be deemed replaced with a provision that captures as much of the parties' original intent as is possible in an enforceable provision.

19.9 Force Majeure. This Agreement or an Ordering Document may be terminated without penalty or liability by (i) either party in the event it is prevented from performing, or is unable to perform, any of its obligations under these Terms or an Ordering Document; or (ii) by Databricks if (a) it is unable to or (b) it becomes impractical to use or enjoy the Goods, Services or other benefits offered under these Terms or an Ordering Document due to any cause beyond the reasonable control of the party invoking this provision (including, without limitation, for causes due to war, fire, earthquake, flood, hurricane, riots, epidemic or pandemic, acts of God, telecommunications outage not caused by the obligated party, or other similar causes) ("**Force Majeure Event**") If this Agreement or an Ordering Document is terminated subject to this section, Vendor shall refund to Databricks all fees and deposits made by or on behalf of Databricks within thirty (30) days. Notice of termination under this section shall be provided in a commercially reasonable time.

The parties may mutually agree to extend the time for performance for the period of delay or inability to perform due to such occurrence; provided that the affected party: (a) provides the other party with prompt notice of the nature and expected duration of the Force Majeure Event; (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such Force Majeure Event; (c) provides periodic notice of relevant developments; and (d) provides prompt notice of the end of such Force Majeure Event.

19.10 Entire Agreement. These Terms and any Ordering Document executed hereunder constitute the entire agreement between the parties with respect to the subject matter of such Ordering Document, and merge all prior and contemporaneous communications. This Agreement may not be modified except by a written agreement signed by the duly authorized signatories of both Databricks and Vendor.