

## End Customer Terms

These End Customer Terms supplement, amend and are incorporated into the Databricks Master Cloud Services Agreement at <https://www.databricks.com/legal/mcsa>, or other agreement executed between End Customer and Databricks governing End Customer's use of Databricks Services ("MCSA"). Capitalized terms used in these End Customer Terms but not defined below are defined in the MCSA.

### 1. Definitions.

- (a) "End Customer" means the party that purchases Databricks Services from a Reseller.
- (b) "Reseller" means a Databricks-authorized reseller that sells the Databricks Services.
- (c) "Reseller Order" means the separate agreement, order, purchase order or other binding document between End Customer and Reseller for the purchase of Databricks Services by End Customer from Reseller. For clarity, a Reseller Order is not an Order under the MCSA.

### 2. Scope.

Pursuant to a Reseller Order, End Customer may procure from a Reseller certain Databricks Services to be delivered by Databricks. For avoidance of doubt, the Agreement specifies the terms and conditions under which such Databricks Services will be provided by Databricks. In the event of a conflict or inconsistency between these End Customer Terms and the other provisions of the MCSA, these End Customer Terms shall prevail.

### 3. Applicable End Customer Terms.

- (a) The "Effective Date" date of the MCSA is the effective date of the Reseller Order.
- (b) All references in the MCSA to "Customer" shall be read as references to "End Customer."
- (c) Any rights granted to End Customer in a Reseller Order that are not contained in the Agreement apply only in connection with such Reseller and are not binding on Databricks.
- (d) Databricks will provide to End Customer the Databricks Services described in the Reseller Order to the extent that there is a valid and binding order authorizing the resale of such services between Databricks and Reseller. Reseller Order(s) do not form part of the Agreement or modify the terms of the Agreement.
- (e) Reseller is not authorized to make any warranties, representations, promises or commitments on behalf of Databricks or in any way concerning the Databricks Services, and Databricks shall not be liable to End Customer with respect to any acts or omissions of Reseller.
- (f) End Customer's Fees are payable directly to Reseller, and prices for Databricks Services will be determined between Reseller and End Customer. Accordingly, any payment obligations set forth in the MCSA shall not apply to End Customers. End Customer will not be eligible for any credits or refunds from Databricks.
- (g) All taxes to be applied to the Fees shall be as agreed between End Customer and the Reseller.
- (h) Databricks may share information with Reseller related to End Customer's use of the Databricks Services.