

<p>THIS ENTERPRISE SUBSCRIPTION CLICK-THROUGH AGREEMENT (THIS “<u>AGREEMENT</u>”) IS BETWEEN CLUDERA (SHANGHAI) SOFTWARE CO. LTD. (“<u>CLUDERA</u>”) AND YOU (“<u>YOU</u>” OR “<u>CUSTOMER</u>”). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER ENTITY, YOU REPRESENT THAT YOU ARE THE EMPLOYEE OR AGENT OF SUCH COMPANY (OR OTHER ENTITY) AND YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUCH COMPANY (OR OTHER ENTITY).</p>	<p>本点击接受企业订阅协议（“<u>本协议</u>”）的双方为肯睿（上海）软件有限公司（“<u>Cloudera</u>”）和您（“<u>您</u>”或“<u>客户</u>”）。如果您代表公司或其他实体签署本协议，请声明您是该公司（或其他实体）的员工或代理人，并有权代表该公司（或其他实体）签署本协议。</p>
<p>BY CLICKING ON THE “ACCEPT” BUTTON BELOW, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW, UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT, DO NOT AGREE TO THESE TERMS.</p>	<p>点击下面的“接受”按钮表示您确认并同意您已阅读以下所有条款和条件，了解本协议的所有条款和条件，并同意受本协议所有条款和条件的约束。如果您不同意本协议的任何条款或条件，请不要同意这些条款。</p>

<p>1. <u>Definitions</u>. For the purposes of this Agreement, including exhibits hereto, the following terms will have the following meanings:</p>	<p>1. <u>定义</u>。为本协议（包括其附件）目的，以下术语具有以下含义：</p>
<p>1.1 “<u>Affiliate</u>” 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. “<u>Control</u>” 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 shall be considered an Affiliate for only such time as such interest or control is maintained.</p>	<p>1.1 “<u>关联方</u>”指一方直接或间接持有超过百分之五十 (50%) 股份、投票权或控制权的任何法律实体，或一方与该法律实体处于共同控制下。“<u>控制</u>”指直接或间接拥有指挥或促使他人指挥任何实体的管理和政策的权力，无论是通过所有权、管理协议、合同或其他方式。在此类权益或控制保持期间，任何此类实体均被视为关联方。</p>
<p>1.2 “<u>Capacity Under Management</u>” means the total raw hard disk capacity allocated to one or more Storage Volumes that are used by the Cloudera Products. Capacity Under Management is measured in Terabytes (TB).</p>	<p>1.2 “<u>管理容量</u>”指分配给 Cloudera 产品使用的一个或多个存储卷的总原始硬盘容量。管理容量以太字节 (TB) 为单位。</p>
<p>1.3 “<u>Cloudera Online Services</u>” means any Cloudera Product that is provided by Cloudera as a</p>	<p>1.3. “<u>Cloudera 在线服务</u>”指一种 Cloudera 产品，是 Cloudera 提供的托管、基于云的服务，客户</p>

<p>hosted, cloud-based service, accessible to Customer through a web browser.</p> <p>1.4 “<u>Cloudera Open Source Distribution</u>” means the open source code components set forth in the applicable Order Form for a Subscription Period.</p> <p>1.5 “<u>Cloudera Products</u>” means the Cloudera Open Source Distribution, the Cloudera Software and the Cloudera Online Services.</p> <p>1.6 “<u>Cloudera Software</u>” means Cloudera's proprietary software components set forth in the applicable Order Form for a Subscription Period. Cloudera Software does not include Cloudera Online Services.</p> <p>1.7 “<u>Effective Date</u>” means the date upon which You click the “Accept” button below.</p> <p>1.8 “<u>Intellectual Property Rights</u>” 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.</p> <p>1.9 “<u>Node</u>” means a physical or virtual computer providing data processing capabilities or running coordinator processes to drive data processing activities, including but not limited to the following: Apache Hadoop (HDFS, MapReduce), Apache Hive, Apache HCatalog, Cloudera Hue, Apache Mahout, Apache Oozie, Apache Pig, Apache Sentry, Apache Sqoop / Sqoop2, Apache Whirr, Apache Zookeeper, Apache Spark, Apache Crunch, Apache HBase, Apache Kafka, Apache Accumulo, Apache Impala (Incubating), Cloudera Search, or Apache YARN services.</p> <p>1.10 “<u>Order Form</u>” means the document provided by Cloudera or Cloudera’s reseller partner or distributor, as applicable, and agreed to by You or your Affiliate indicating the Cloudera Products purchased, quantity, price and term.</p> <p>1.11 “<u>Storage Volume</u>” means a single accessible storage area with a single file system. Storage Volumes include (but are not limited to) Apache HDFS volumes, Apache HBase volumes and Apache Accumulo volumes.</p> <p>1.12 “<u>Subscription Period</u>” means the period during which Cloudera provides the Cloudera Products and the</p>	<p>可通过 Web 浏览器访问。</p> <p>1.4 “<u>Cloudera 开源分发代码</u>”指订阅期内适用订单中列出的开放源代码组件。</p> <p>1.5 “<u>Cloudera 产品</u>”指 Cloudera 开源分发代码、Cloudera 软件和 Cloudera 在线服务。</p> <p>1.6 “<u>Cloudera 软件</u>”指订阅期内适应订单中列出的 Cloudera 专有软件组件。Cloudera 软件不包括 Cloudera 在线服务。</p> <p>1.7 “<u>生效日</u>”指您点击以下“接受”按钮之日。</p> <p>1.8 “<u>知识产权</u>”指所有专利、版权、道德权利、商标、商业秘密以及任何司法管辖区认可的任何其他形式的知识产权，包括上述任何申请和注册。</p> <p>1.9 “<u>节点</u>”指提供数据处理能力或运行协调器过程以驱动数据处理活动的物理或虚拟计算机，包括但不限于以下：Apache Hadoop (HDFS, MapReduce)、Apache Hive、Apache HCatalog、Cloudera Hue、Apache Mahout、Apache Oozie、Apache Pig、Apache Sentry、Apache Sqoop / Sqoop2、Apache Whirr、Apache Zookeeper、Apache Spark、Apache Crunch、Apache HBase、Apache Kafka、Apache Accumulo、Apache Impala (Incubating)、Cloudera Search、或 Apache YARN 服务。</p> <p>1.10 “<u>订单</u>”指由 Cloudera 或 Cloudera 的经销商合作伙伴或分销商（视情况而定）提供、并由您或您的关联方同意的文件，上面载有购买的 Cloudera 产品及其数量、价格和期限。</p> <p>1.11 “<u>存储卷</u>”指带有单个文件系统的可访问的单个存储区域。存储卷包括（但不限于）Apache HDFS 卷、Apache HBase 卷和 Apache Accumulo 卷。</p> <p>1.12 “<u>订阅期</u>”指订单中说明的 Cloudera 提供 Cloudera 产品和支持服务期间，如果没有说明，则</p>
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<p>Support Services as specified in Your Order Form, or, if none specified, a one year period. The initial Subscription Period commences upon on the Effective Date.</p> <p>1.13 “<u>Third Party Software</u>” means the copyrighted, patented and/or otherwise legally protected software of third parties that may be incorporated in the Cloudera Products as set forth at the following URL: http://www.cloudera.com/content/cloudera-content/cloudera-docs/SecurityBulletins/Third-Party-Licenses/Third-Party-Licenses.html.</p> <p>1.14 “<u>Transaction Data</u>” means all data that is (i) input into Cloudera Online Services or generated through the use of the Cloudera Online Services, or (ii) generated for troubleshooting and diagnostics, in each case that is transmitted to Cloudera. Transaction Data does not include Customer’s originating data that might be stored in Customer’s Nodes running the Cloudera Products.</p>	<p>为一年。初始订阅期从生效日期开始。</p> <p>1.13 “<u>第三方软件</u>”指可能被并入 Cloudera 产品的受版权保护、持有专利和/或受法律保护的第三方软件，详见以下网址： http://www.Cloudera.com/content/Cloudera-content/Cloudera-docs/Licenses/Third-Party-Licenses/Third-Party-Licenses.html。</p> <p>1.14 “<u>交易数据</u>”指 (i) 输入到 Cloudera 在线服务中或通过使用 Cloudera 在线服务生成或 (ii) 生成用于故障排除和诊断，在每种情况下传输到 Cloudera 的所有数据。交易数据不包括可能存储在运行 Cloudera 产品的客户节点中的客户原始数据。</p>
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<p>2. <u>Grants, Restrictions and Ownership.</u></p> <p>2.1 <u>Grants.</u> Subject to the terms and conditions of this Agreement, Cloudera grants You a non-exclusive, non-transferable, non-sublicensable, revocable and limited license to access, use and reproduce (except as to the Cloudera Online Services) the Cloudera Products as identified in Your Order Form, for the duration of the Subscription Period, solely for Your internal purposes.</p> <p>2.2 <u>Restrictions.</u> (a) Except as otherwise expressly set forth in this Agreement, You 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 government agency; (iv) disassemble, decompile or reverse engineer any of the Cloudera Products; or (v) cause or permit any other party to do any of the foregoing. In addition, You will not remove, alter or obscure any proprietary notices in the Cloudera Products including copyright notices, or permit any other party to do so. (b) If licensed by You,</p>	<p>2. <u>授权、限制和所有权。</u></p> <p>2.1 <u>授权。</u>在本协议条款和条件的约束下，Cloudera 授予您非独家、不可转让、不可转许可、可撤销的有限许可，以便您在订阅期内仅用于内部目的而访问、使用和复制您的订单中注明的 Cloudera 产品（Cloudera 在线服务除外）。</p> <p>2.2 <u>限制。</u>(a) 除非本协议另有明确规定，否则您不得：(i) 修改、披露、更改、转换 Cloudera 产品或开发 Cloudera 产品的衍生作品；(ii) 许可、转许可、转售、分销、租赁、出借、转让、让与或以其他方式处置 Cloudera 产品；(iii) 违反任何出口管制法律或美国商务部、美国财政部海外资产控制办公室或任何其他政府的出口管制法规使用 Cloudera 产品，或允许 Cloudera 产品或其任何部分的转移、传输、出口或再出口；(iv) 反汇编、反编译或反向设计任何 Cloudera 产品；或 (v) 促使或允许任何其他方从事任何上述行为。此外，您不得删除、更改或隐藏 Cloudera 产品中的任何所有权声明，包括版权声明，也不得允许任何其他方这样做。(b) 如果您授权，Navigator Encrypt、HDFS Encryption 和 Navigator KeyTrustee（以下简称“<u>加密产品</u>”）可用于保护 Cloudera 集群、元数据存储区、日志文件和 Flume、</p>
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Navigator Encrypt, HDFS Encryption and Navigator KeyTrustee (the “Encryption Products”) can be used to secure the Cloudera cluster, meta-data stores, log files and ingest staging areas used by Flume, Sqoop and Kafka. Other than as stated in the foregoing sentence, the Encryption Products cannot be used to secure non-Cloudera Products without the payment of additional license fees for such use.

2.3 Ownership and Reservation of Rights. As between the parties and subject to Section 2.1, Cloudera will own all right, title and interest in and to (i) the Cloudera Software, (ii) the Cloudera Open Source Distribution, (iii) the Cloudera Online Services; (iv) all modifications to and derivative works of the Cloudera Products made by Cloudera, and (v) any and all Intellectual Property Rights embodied in the foregoing. Cloudera reserves all rights not expressly granted in this Agreement, and no licenses are granted by Cloudera to You under this Agreement, whether by implication, estoppel or otherwise, except as expressly set forth in this Agreement.

2.4 Affiliate Orders. An Affiliate of Customer may execute an Order Form or click online its acceptance of this Agreement and such Affiliate shall be deemed to be the Customer for purposes of such Order Form.

2.5 Affiliate Use. Your Affiliate may access and use the Cloudera Products licensed by You under an applicable Order Form; provided that: (i) such Affiliate agrees in writing with You to be bound by and accepts all of the obligations imposed upon You under this Agreement (other than payment obligations for which You are solely responsible to Cloudera or to Cloudera’s reseller partner or distributor, as applicable, unless the Affiliate enters into a separate Order Form with Cloudera or with Cloudera’s reseller partner or distributor, as applicable); (ii) You agree 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 a 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 Agreement; (iv) the Affiliate is not a direct competitor of Cloudera; and (v) all of Your obligations under the Agreement and the Order Form shall remain in force and undiminished.

2.6 Third Party Rights. Cloudera grants to You the right to permit one or more third parties to exercise any or all of the rights granted to You hereunder; provided

Sqoop 和 Kafka 使用的插入暂存区。除上句中所述的之外，如果不支付额外的使用许可费，则不能使用加密产品保护非 Cloudera 产品。

2.3 所有权和权利保留。在第 2.1 条的约束下，在双方之间，Cloudera 应拥有 (i) Cloudera 软件，(ii) Cloudera 开放源分发代码，(iii) Cloudera 在线服务，(iv) Cloudera 对 Cloudera 产品进行的所有修改和开发的所有衍生作品，以及 (v) 前述内容中包含的所有知识产权的所有权利、所有权和权益。Cloudera 保留本协议中未明确授予的所有权利，且除本协议中明确规定的以外，Cloudera 在本协议下没有向您授予任何许可，无论是通过默示、禁止反言还是其他方式。

2.4 关联方订单。客户的关联方可以下订单，或在线点击接受本协议。对该等订单而言，关联方应视为客户。

2.5 关联方使用。您的关联方可以访问和使用您在相应订单下许可的 Cloudera 产品，但是：(i) 此类关联方与您书面约定受您在本协议下义务的约束，并承担这些义务（您独自对 Cloudera 或 Cloudera 的经销商合作伙伴或分销商 [视情况而定] 承担的付款义务除外，除非关联方与 Cloudera 或 Cloudera 的经销商合作伙伴或分销商 [视情况而定] 达成单独订单）；(ii) 您同意对与该协议相关的关联方的作为和不作为负责；(iii) 关联方不是单独合同下 Cloudera 的客户，并且在根据本协议签署订单时，关联方没有就购买 Cloudera 产品积极接触 Cloudera；(iv) 关联方不是 Cloudera 的直接竞争对手；以及 (v) 您在本协议及订单下的所有义务将继续保持有效且不会减损。

2.6 第三方权利。Cloudera 授权您允许一个或多个第三方行使本协议下授予您的所有权利，但是：(i) 任何该等第三方行使该等权利的目的仅限于向您和您的关联方提供货物或服务；(ii) 所有该等使用均受

that: (i) any such third party shall exercise such rights solely to provide goods to or perform services for You and Your Affiliates; (ii) all such use is subject to the terms and conditions of this Agreement; (iii) such third party is not a direct competitor of Cloudera; and (iv) You will be responsible for the acts and omissions of each such third party as fully as if they were Your acts and omissions.

本协议条款和条件的约束；(iii) 该等第三方不是 Cloudera 的直接竞争对手；和 (iv) 您应对每个该等第三方的作为和不作为负责，如同它们是您的作为和不作为一样。

3. Delivery, Support Services, Professional Services, and Online Services.

3.1 Delivery. Upon Your acceptance of this Agreement, Cloudera will, at its expense, make the Cloudera Products available for download (or, in the case of any Cloudera Online Service, will make the service available to You 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 available.

3.2 Support. Cloudera will use commercially reasonable efforts to provide the support and maintenance services as set forth at <http://www.cloudera.com/legal/commercial-terms-and-conditions/support-terms-and-conditions-2016-10-12.html> with respect to the Cloudera Products, as such page may be updated by Cloudera from time to time (the “Support Services”).

3.3 Professional Services and Training. If You order Professional Services (as defined in Exhibit A), the terms and conditions set forth on Exhibit A will apply. If You order Training Services (as defined in Exhibit B), the terms and conditions set forth on Exhibit B will apply.

3.4 Cloudera Online Services. If you use the Cloudera Online Services, You will adhere to and agree to be bound by the Data Policy and the Privacy Policy, located at <http://www.cloudera.com/legal/policies.html>, as such policies may be updated by Cloudera from time to time (the “Data Policy” and the “Privacy Policy,” respectively). All Transaction Data will be handled in accordance with the provisions set forth in the Data Policy and governed exclusively by those terms.

3. 交付、支持服务、专业服务和在线服务。

3.1 交付。在您接受本协议后，Cloudera 将立刻免费提供 Cloudera 产品下载（或者，如果您订阅的是 Cloudera 在线服务，使该等在线服务可以通过 Cloudera 网站获取）。当 Cloudera 产品可以通过电子形式下载或在线访问（视情况而定）时，应被视为已交付。

3.2 支持。Cloudera 应尽合理商业努力提供与 Cloudera 产品相关的支持和维护服务（以下简称“支持服务”），如 <http://www.Cloudera.com/legal/commercial-terms-and-conditions/support-terms-and-conditions-2016-10-12.html> 所示，Cloudera 可能不时更新该页面。

3.3 专业服务和培训。如果您订阅专业服务（见附录 A），附录 A 规定的条款和条件应适用。如果您订阅培训服务（见附录 B），附录 B 规定的条款和条件应适用。

3.4 Cloudera 在线服务。如果您使用 Cloudera 在线服务，您应遵守数据政策和隐私政策（见 <http://www.Cloudera.com/legal/policies.html>）（以下分别简称为“数据政策”和“隐私政策”），并同意受这些政策的约束。Cloudera 可能不时更新这些政策。所有交易数据将根据数据政策中规定的条款进行处理，并且受这些条款的排他性约束。

4. Financial Considerations.

4.1 Payment. In exchange for the Cloudera Products and the Support Services, You shall pay to Cloudera or to Cloudera's reseller partner or distributor, as applicable, the total fees as set forth in an Order Form or purchase order per Subscription Period. Except as set forth in an Order Form for Cloud Pay-As-You-Go pricing (as defined in an Order Form), fees are due at the commencement of the Subscription Period: (i) for all Nodes where the Cloudera Products are installed; (ii) for capacity-based licensing, for Your total Capacity Under Management for the Cloudera Products (whether used or not); and (iii) for Cloud Pre-Pay Credits (as defined in an Order Form), for the total Cloud Pre-Pay Credit amount. For the avoidance of doubt, all subscriptions for any given cluster must be for the same Cloudera Product(s) and Support Service entitlements, and be licensed according to the same metric. During the Subscription Period, You may elect to add Nodes or Capacity Under Management that exceed the quantity of Nodes or Capacity Under Management included in a subscription as set forth in an Order Form, and You shall notify Cloudera or Cloudera's reseller of Your elected use of such additional Nodes or increased Capacity Under Management. In the event that during a Subscription Period, You (i) elect to add Nodes or Capacity Under Management or (ii) exceed the quantity of Nodes or Capacity Under Management included in a subscription as set forth in an Order Form, the fees for such additional Nodes or Capacity Under Management shall be calculated for the period commencing immediately upon (i) the installation date of the additional Nodes or (ii) the date when Capacity Under Management increased (whether used or not) for the Cloudera Products, pro-rated such that the Subscription Period of the additional Nodes or Capacity Under Management will terminate on the same date as the existing licensed Nodes or Capacity Under Management. The fees do not include taxes. You will withhold any taxes on payments to Cloudera if required to do so by any government and will pay such taxes to the appropriate tax authority. You will utilize your best effort to make sure that any taxes withheld are minimized to the extent possible under the applicable law and will provide all the necessary documents to enable Cloudera to claim the withholding tax refund under the applicable tax treaty, if any. Cloudera will be responsible for any withholding tax that it is unable to recover.

4. 财务对价。

4.1 付款。作为 Cloudera 产品和支持服务的交换，您应向 Cloudera 或 Cloudera 的经销商合作伙伴或分销商（视情况而定）支付订单中所载明的每个订阅期的所有应付费用。除非订单中对即用即付价格（见订单）另有规定，否则在订阅期开始时需要支付如下项目的费用：(i) 所有安装 Cloudera 产品的节点；(ii) 基于容量的许可，依据您的 Cloudera 产品的总管理容量（无论是否使用）而定；和 (iii) Cloud 预付额度（见订单）以及总预付额度。为免存疑，任何特定集群的所有订阅必须针对相同的 Cloudera 产品和支持服务权利，并根据相同的标准授予许可。在订阅期内，您可以选择在订单中订阅的节点数或管理容量之外，增加节点或管理容量。如您选择使用该等额外节点或增加管理容量，应通知 Cloudera 或 Cloudera 的经销商。如果在订阅期内，您 (i) 选择增加节点或管理容量，或 (ii) 超出订单中订阅的节点数或管理容量，该等额外节点或管理容量的费用应从 Cloudera 产品的 (i) 额外节点的安装之日或 (ii) 管理容量增加（无论是否使用）之日开始按比例计算，额外节点或管理容量的订阅期应与现有许可节点或管理容量的订阅期在同一天终止。该等费用不包括税费。如果任何政府有要求，您应扣除向 Cloudera 支付的款项应缴纳的税款，并向相应的税务机关支付该等税款。您应尽最大努力确保根据适用法律尽可能减少扣除的税款，并提供所有必要文件，以便 Cloudera 根据适用的税收协定（如果有）申请预扣税退税。Cloudera 应承担其无法要求退税的任何预扣税。即使本协议中有任何与此相抵触的条款，Cloudera 或 Cloudera 的经销商合作伙伴或分销商（如适用）将向您收取以下订阅费用：(i) 订阅期；及 (ii) 上文所述的当前认购期内的额外节点或管理容量。你应在在发票日期后三十 (30) 天内，支付发票金额。Cloudera 没有义务向您退还任何已支付的订阅费用（除非本协议中明确规定）。

<p>Notwithstanding any terms to the contrary in this Agreement, Cloudera or Cloudera’s reseller partner or distributor, as applicable, shall invoice You for the subscription fees for: (i) the Subscription Period; and (ii) any additional Nodes or Capacity Under Management during the then current Subscription Period as set forth in the preceding paragraph. Within thirty (30) days of the date of the invoice, You will pay the invoiced amount. Cloudera will not be obligated to issue to You any refunds for Subscription Fees paid (except as expressly provided in this Agreement).</p> <p>4.2 <u>Payment Terms.</u> Except as may otherwise be set forth in any Order Form between You and Cloudera’s reseller partner or distributor, if applicable, all payments due under this 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 Renminbi (RMB). You will pay any and all sales, use, excise, import, export, value added or similar taxes and all government permit or license fees, and all customs, duty, tariff and similar fees levied upon the sale of the Cloudera Products and the provision of the Support Services under this Agreement, and any costs associated with the collection or withholding thereof, including penalties and interest. Where the purchase of a Subscription Period is through Cloudera’s reseller partner or distributor, any disputes regarding payment must be addressed to such reseller partner or distributor.</p> <p>4. <u>Effectiveness.</u> All rights granted to you under this Agreement, and all obligations of Cloudera under this Agreement, are effective only if Cloudera receives the Subscription Fees from you or from Cloudera’s reseller partner or distributor, as applicable.</p>	<p>4.2 <u>付款条件。</u>除非您与 Cloudera 的经销商合作伙伴或分销商（视情况而定）之间的订单另有规定，本协议下的所有款项都应 (i) 通过银行电汇、电子 ACH 存款或即期公司支票支付到 Cloudera 指定的账户；并 (ii) 以人民币 (RMB) 支付。您应支付对本协议下销售的 Cloudera 产品或提供的支持服务而征收的所有销售税、使用税、消费税、进口税、出口税、增值税或类似税款和所有政府许可或执照费用、所有关税和类似费用，以及与收取或扣缴上述费用相关的任何费用，包括罚款和利息。如果通过订阅期内的服务或产品是通过 Cloudera 的经销商合作伙伴或分销商购买的，任何有关付款的争议必须发送给该等经销商合作伙伴或分销商。</p> <p>4. <u>效力。</u>根据本协议授予您的所有权利以及 Cloudera 在本协议下的所有义务只有在 Cloudera 从您或 Cloudera 的经销商合作伙伴或分销商处收到订阅费后才生效（如适用）。</p>
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<p>5. <u>Confidentiality and Publicity.</u></p> <p>5.1 <u>Confidentiality.</u> “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 this Agreement or the Disclosing Party (whether before, on or after the Effective Date) that is characterized as Confidential Information at the time of</p>	<p>5. <u>保密和宣传。</u></p> <p>5.1 <u>保密。</u>“保密信息”是指一方或其关联方（“披露方”）向另一方或其关联方（“接收方”）披露的（无论是在生效日期之前，之时还是之后，无论是以口头、书面还是其他有形或无形形式）与本协议或披露方有关的，在披露之时或披露之后合理时间内被注明为保密信息或接收方在披露情况下应视为保密信息的所有信息。在本协议期限内及其后三年内，接收方将使用与维持自身保密信</p>
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disclosure or within a reasonable time after disclosure or which the Receiving Party should have considered to be confidential under the circumstances surrounding the disclosure. The Receiving Party will, during the term of this Agreement and for three years thereafter, use the same degree of care to maintain the confidence of the Confidential Information of the Disclosing Party that it uses to maintain the confidence of its own Confidential Information, but in no event less than reasonable care. 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 this 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 this Agreement. Confidential Information will not include information that: (a) is in or enters the public domain without breach of this Agreement and through no fault of the Receiving Party; (b) the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party; (c) 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 (d) the Receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation. 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. The parties agree that damages would 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. For clarification, Transaction Data shall be governed exclusively by the Data Policy.

息相同程度的谨慎维持披露方的保密信息，但在任何情况下不得低于合理的谨慎水平。接收方只能将披露方的任何保密信息用于履行接收方在本协议下的义务。此外，接收方不得以任何形式复制披露方披露的保密信息，除非完成接收方在本协议下的义务需要如此。保密信息不包括如下信息：(a) 在不违反本协议的情况下且不是由于接收方的过错而处于或进入公共领域的；(b) 接收方可以合理证明在首次从披露方收到之前其所拥有的；(c) 接收方可以证明是在不使用或参考披露方的保密信息的情况下由接收方独立制定的；或 (d) 接收方从没有披露限制、且没有违反不披露义务的第三方收到的。接收方可以根据司法或法定命令或程序强制要求披露机密信息；但条件是在适用法律允许的范围内，接收方应事先通知披露方，并提供回应或反对披露的机会，或者如果适用法律不允许事先通知，则在披露后立即发出通知；进一步地，接收方必须将披露的保密信息限制在相应命令或程序要求披露的范围内。双方同意，在违反本协议第 5.1 条的情况下，损害赔偿不是充分的救济。因此，双方同意，如果另一方违反或可能违反本协议第 5.1 条，除了任何其他权利和救济以外，一方有权寻求禁令救济和其他衡平救济。为了澄清，交易数据应受数据政策排他性管辖。

<p>5.2 Personally Identifiable Information. Subject to applicable law, in connection with the performance of this Agreement and Customer’s use of the Cloudera Products or services: (i) Cloudera agrees that it will not require Customer to deliver to Cloudera any personally identifiable information (as defined by the National Institute of Standards and Technology) (“PII”) and (ii) Customer agrees not to deliver any PII to Cloudera; provided, however, that Customer’s Account Data (as defined in the Data Policy) may include PII, and shall be governed by the Data Policy.</p> <p>5.3 Publicity. You consent to Cloudera’s use of Your name and logo on Cloudera’s Web site and publicly available printed materials, identifying You as a customer of Cloudera and describing Your use of the Cloudera Products.</p>	<p>5.2 个人信息。在适用法律的约束下，关于本协议的履行和客户使用 Cloudera 产品：(i) Cloudera 同意不要求客户向 Cloudera 提交任何个人信息（见美国国家标准与技术研究院定义）（“PII”），(ii) 客户同意不向 Cloudera 提交任何个人信息；但是，客户的账户数据（如数据政策中定义）可能包含个人信息，并受数据政策的约束。</p> <p>5.3 宣传。您同意 Cloudera 在 Cloudera 网站上以及公开可获得的印刷材料上使用您的名称和标志，将您作为 Cloudera 的客户，介绍您对 Cloudera 产品的使用。</p>
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<p>6. Representations and Warranties; Disclaimer.</p> <p>6.1 General Representations and Warranties. Each party represents and warrants that: (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 Agreement; (iii) the person accepting this Agreement by clicking on the “Accept” button below (or signing an Order Form adopting this Agreement via online acceptance) on its behalf has been duly authorized and empowered to enter into this Agreement; and (iv) this Agreement is valid, binding and enforceable against it in accordance with its terms.</p> <p>6.2 Software Warranty. Cloudera represents and warrants that for a period of thirty (30) 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 (or, with respect to any Cloudera Online Service, within the URL for that particular service). You must notify Cloudera of any non-conformance with this warranty during the Warranty Period, and Cloudera will either: (i) repair the Cloudera Product such that it conforms to the warranty; (ii) replace the Cloudera Product with an equivalent product that conforms to the warranty, or, if neither (i) nor (ii) is reasonable or practicable, as Cloudera’s sole obligation and Your exclusive remedy for breach of warranty, You may</p>	<p>6. 陈述和保证；免责声明。</p> <p>6.1 一般陈述和保证。双方陈述和保证如下：(i) 根据其成立所在地法律有效、正常存续；(ii) 具有执行、交付和履行本协议下义务的完全企业权力和授权；(iii) 通过点击以下“接受”按钮（或通过在线接受，签署采纳本协议的订单）接受本协议的人已经得到正式授权并有权签订本协议；和 (iv) 本协议根据其条款是有效、有约束力和可执行的。</p> <p>6.2 软件质量保证。Cloudera 陈述并保证，在初次交付后三十 (30) 天（以下简称“质保期”）内，Cloudera 产品在所有重要方面的性能应符合 Cloudera 在 http://www.Cloudera.com/content/support/en/documentation.html 提供的相应文件（对于 Cloudera 在线服务，应符合 Cloudera 在该特定服务的 URL 内提供的相应文件）。您必须将质保期内出现的不符合本质量保证的情况通知 Cloudera，Cloudera 应：(i) 修复 Cloudera 产品，使其符合质量保证；或 (ii) 使用符合质量保证条款的同等产品更换 Cloudera 产品，或者如果 (i) 或 (ii) 均不合理或现实，作为 Cloudera 对违反质量保证条款应承担的唯一义务和您因此享有的唯一救济，您可以退还相应的 Cloudera 产品，并获得 Cloudera 根据相应 Cloudera 产品订阅期剩余的时间，按比例退还您之前就缺陷 Cloudera 产品向</p>
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return the applicable Cloudera Products and obtain a return of the subscription fees You paid to Cloudera for the defective Cloudera Products adjusted pro-rata based on the time remaining in the Subscription Period for the applicable Cloudera Product.

6.3 Disclaimer. EXCEPT FOR THE EXCLUSIVE WARRANTIES SET FORTH IN THIS AGREEMENT, CLOUDERA AND ITS SUPPLIERS DISCLAIM ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE CLOUDERA PRODUCTS, THE THIRD PARTY SOFTWARE, AND/OR THE SUPPORT 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 AND THE THIRD PARTY SOFTWARE BEING FREE FROM BUGS, ERRORS, OR OMISSIONS. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

Cloudera 支付的订阅费。

6.3 免责声明。除本协议中包含的排他性质量保证外，Cloudera 及其供应商对 Cloudera 产品、第三方软件和/或支持服务的所有其他（明示或默示，口头或书面）不作出任何陈述和保证，无论该等陈述和保证被认为是由于法律、行业惯例或做法、交易习惯还是其他原因应做出的，包括任何及所有：(I) 适销性保证；(II) 对任何目的（无论 Cloudera 是否知道、有理由知道、已被告知或以其他方式知道任何此类目的）的适用性或适合性的保证；(III) 对不侵权或所有权条件的保证。Cloudera 及其供应商不保证 Cloudera 产品和第三方软件没有任何错误、缺陷或疏漏。即使上述明示保证未能达到其基本目的，本免责声明和例外仍然适用。

7. Cloudera Indemnification Obligations. Cloudera, at its sole expense, will defend You against any claim and indemnify You from and against any damages, settlements, liabilities, costs and expenses (including, but not limited to, reasonable attorney fees) awarded by the court (“Claim”) as a result of the use of the Cloudera Products (in the form delivered to You by Cloudera) infringing any Intellectual Property Rights of any third party, provided that You: (i) give prompt notice of the Claim to Cloudera; (ii) grant sole control of the defense and settlement of the Claim to Cloudera (except that Your prior written approval will be required for any settlement that reasonably can be expected to require an affirmative obligation of or result in any ongoing liability to You); and (iii) provide reasonable cooperation to Cloudera and, at Cloudera’s request and expense, assistance in the defense or settlement of the Claim. In the event of a Claim pursuant to this Section 7.1, Cloudera may, at Cloudera’s option and at Cloudera’s expense: (a) obtain for You the right to continue to exercise the license

7. Cloudera 的赔偿义务。如您因为使用 Cloudera 产品（以 Cloudera 交付给您的形式）而侵犯了任何第三方的任何知识产权，Cloudera 应承担费用为您提供针对索赔的辩护，并向您赔偿法院判决您承担的任何损害赔偿、和解、义务和费用（包括但不限于合理的律师费）（以下简称“索赔”），但您应：(i) 及时将相应索赔通知 Cloudera；(ii) 授权 Cloudera 全权负责索赔的辩护和和解（某些合理预计需要您肯定义务或导致您承担任何持续责任、需要获得您事先书面许可的和解除外）；和 (iii) 在诉讼辩护和解中，与 Cloudera 进行合理合作，并应 Cloudera 的请求，为其提供合理协助（相应费用由 Cloudera 承担）。如果根据本第 7.1 条提出索赔，Cloudera 可以自己选择并自担费用：(a) 为您获得继续使用本协议下授予您的许可的权利；(b) 以实质等效的非侵权产品替换原产品；c) 修改 Cloudera 产品以使其不侵权；或 (d) 终止您对相应 Cloudera 产品的订阅。当 Cloudera 根据本第 7.1 条终止订阅后，您必须退回或销毁拥有的 Cloudera 产品，Cloudera 应在收到所有 Cloudera 产品或证明 Cloudera 产品全部被销毁后 30

granted to You under this Agreement; (b) substitute a substantially equivalent non-infringing product; (c) modify the Cloudera Product(s) to make it non-infringing; or (d) terminate Your subscription for the applicable Cloudera Product. Upon a termination of a subscription pursuant to this Section 7.1, You must return or destroy the Cloudera Products in your possession and, within 30 days of Cloudera's receipt of all of the Cloudera Products or certification of destruction thereof, Cloudera will refund the amount You paid to Cloudera for the applicable Cloudera Products and the Support Services (or, as applicable, Cloudera's reseller partner or distributor will refund the amount you paid to such entity for the Cloudera Products and the Support Services) adjusted pro-rata based on the time remaining in the Subscription Period for the applicable Cloudera Products. Cloudera's obligations under this Section 7 do not extend to Claims arising from or relating to: (w) any use of the Cloudera Product(s) in combination with any equipment, software, data or any other materials where the infringement would not have occurred but for such combination; (x) any modification to the Cloudera Product(s) where the infringement would not have occurred but for such modification; (y) the use of the Cloudera Product(s) by You (or any third party) in a manner contrary to the terms of this Agreement (or any other agreement) where the infringement would not have occurred but for such use; or (z) the continued use of the Cloudera Product(s) after Cloudera has provided substantially equivalent non-infringing software. Notwithstanding anything to the contrary set forth herein, where You have purchased the Cloudera Enterprise Basic Edition product for a Subscription Period of fewer than three (3) years, Cloudera shall have no obligations under this Section 7.

NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THIS AGREEMENT, THE PROVISIONS OF THIS SECTION 7 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF CLOUDERA AND THE EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED MISAPPROPRIATION, VIOLATION AND/OR INFRINGEMENT OF ANY PROPRIETARY AND/OR INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, CLOUDERA EXPRESSLY DISCLAIMS ANY OBLIGATION TO INDEMNIFY OR DEFEND CUSTOMER AND/OR ANY OTHER PARTY FROM ANY CLAIM, DEMAND, ACTION OR THREATENED ACTION.

天内，根据相应 Cloudera 产品订阅期内剩余的时间，按比例退还您就相应 Cloudera 产品和支持服务向 Cloudera 支付的款项（或者，Cloudera 的经销商合作伙伴或分销商应退还您向他们支付的款项，视情况而定）。Cloudera 在本第 7 条下的义务不适用于由以下原因引起或与之相关的索赔：(w) 将 Cloudera 产品与任何设备、软件、数据或任何其他材料一起使用，且如果没有该等一起使用，不会发生侵权；(x) 对 Cloudera 产品进行了任何修改，且如果没有该等修改，不会发生侵权；(y) 您（或任何第三方）违反本协议（或任何其他协议）使用 Cloudera 产品，且如果没有该等违规使用，不会发生侵权；或 (z) 在 Cloudera 提供实质等效的不侵权软件之后继续使用 Cloudera 产品。即使本协议有任何与此相抵触的条款，如果您购买的 Cloudera Enterprise Basic Edition 产品的订阅期少于三 (3) 年，Cloudera 不承担本第 7 条下的义务。

即使本协议中有任何与此相抵触的规定，本第 7 条亦陈述了与任何实际或指控的滥用、违规和/或侵犯由本协议产生或与本协议相关的所有权和/或知识产权相关的 CLOUDERA 的全部责任和义务以及客户的唯一救济。除本第 7 条明确规定的以外，Cloudera 明确声明不承担就任何索赔、要求、诉讼或威胁诉讼而为客户和/或任何其他方提供赔偿或进行辩护的责任。

8. Limitation of Liability.

8.1 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 THIS 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. FURTHER, EXCEPT FOR CLAIMS ASSERTING NON-PAYMENT OF FEES OWED, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU TO CLOUDERA UNDER THIS AGREEMENT IN THE 12 MONTHS IMMEDIATELY PRIOR TO THE ACCRUAL OF THE FIRST CLAIM.

8.2 THE LIMITATIONS OF LIABILITY IN THE SECOND SENTENCE OF SECTION 8.1 WILL NOT APPLY WITH RESPECT TO: (I) ANY ACTS OF FRAUD OR WILLFUL MISCONDUCT; (II) BREACHES OF SECTIONS 2.1 OR 2.2; OR (III) CLOUDERA'S INDEMNIFICATION OBLIGATIONS; PROVIDED, HOWEVER, THAT, NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THIS AGREEMENT, CLOUDERA'S LIABILITY WITH RESPECT TO ITS DEFENSE AND INDEMNIFICATION OBLIGATIONS FOR THE THIRD PARTY SOFTWARE (AS DEFINED IN SECTION 1.13) WILL NOT EXCEED TWO TIMES THE AMOUNT PAID BY YOU TO CLOUDERA IN THE 24 MONTHS IMMEDIATELY PRIOR TO THE ASSERTION OF THE CLAIM. SECTION 8 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. Term and Termination.

9.1 Term and Termination. Unless terminated as provided in this Agreement, the term of this Agreement will commence on the Effective Date and continue for the first Subscription Period. Thereafter, this Agreement may be renewed and the term extended for one or more additional Subscription Periods at the mutual agreement of the parties (as agreed in writing between the parties or an on-line acceptance by You). Either party may terminate this Agreement for cause: (i) if the other party breaches this Agreement and does not remedy such failure within 30 days after its receipt of written notice of such breach; or (ii) if the other party terminates its business

8. 责任限制。

8.1 在任何情况下，对因本协议产生或与本协议有关的任何利润损失、使用损失、收入损失、商誉损失、业务中断或任何种类的间接、特殊、附带、惩戒、或继发性损害，无论是合同、侵权、严格责任还是其他，任何一方均不对另一方或任何第三方负责，即使该方已被告知或以其他方式了解可能产生该等损害。此外，除针对不支付所欠费用的索赔之外，任何一方因本协议产生的或与本协议有关的全部义务在任何情况下都不超过在第一次索赔之前 12 个月您因本协议向 Cloudera 支付的总金额。

8.2 第 8.1 条第二句中的责任限制不适用于：(i) 任何欺诈或故意的不当行为；(ii) 违反第 2.1 或 2.2 条的情况；或 (iii) Cloudera 的赔偿义务；但是，即使本协议中有任何与此相抵触的条款，Cloudera 针对第三方软件（定义见第 1.13 条）的辩护和赔偿义务亦不应超过您在索赔提出之前 24 个月内向 Cloudera 支付的金额的两倍。即使本协议中规定的任何救济被视为未能达到其基本目的，第 7 条也将具有完全效力。

9. 期限与终止。

9.1 期限与终止。除非根据本协议中的规定被终止，本协议的期限应自生效日期开始，延续第一个订阅期。此后，本协议可以延期。协议期限可以根据双方约定，延长一个或多个附加订阅期（根据双方书面约定或您的在线接受而定）。任何一方可以因以下原因终止本协议：(i) 如果另一方违反本协议，并且在收到此类违约书面通知后 30 天内未予补救；或 (ii) 如果另一方终止其业务活动或无力偿债，以书面形式承认无力偿还其到期债务，以债权人作为受益人作出转让，或受到受托人、接管人或类似机关的直接控制。

<p>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.</p> <p>9.2 <u>Effect of Termination.</u> Upon any expiration or termination of this Agreement: (i) all rights and licenses granted to You under this Agreement will immediately terminate; and (ii) each of You 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, at the other party's sole discretion and direction, 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 and are used for no other purpose. Each of You and Cloudera will immediately confirm in writing that it has complied with Section 9.2(ii) if requested by the other party. The following Sections will survive any expiration or termination of this Agreement: 1, 2.2, 2.3, 4, 5, 6.3, 7 (solely to the extent that a Claim is raised based on use during an active Subscription Period, and limited to damages accrued during the Subscription Period), 8, 9.2, 10 and 11.</p> <p>10. <u>Compliance with Law.</u></p> <p>If applicable, the Customer shall, at its own expense, government authorities administering technology counterparts, for registration within sixty (60) days and when applicable, submit to such authorities approval and/or amendment to such registration Chinese laws.</p>	<p>9.2 终止的效力。在本协议期满或终止时：(i) 本协议下授予您的所有权利和许可应立即终止；并且 (ii) 您和 Cloudera 应分别立即根据另一方的全权决定和指示，返还其当时占有的另一方的所有保密信息，或销毁保密信息的所有副本，但各方出于符合内部备份政策或适用法律目的，可以保留足够的另一方保密信息的副本，并且该等保留的保密信息应仍然符合第 5 条的要求，且不得用于其他目的。如果另一方提出要求，您和 Cloudera 应立即书面确认其已遵守第 9.2(ii) 条的规定。以下各条在本协议到期或终止后继续有效：1、2.2、2.3、4、5、6.3、7（仅针对由于在有效订阅期内使用 Cloudera 的产品或服务而引起索赔的情况，并限于订阅期内产生的损害赔偿）、8、9.2、10 和 11。</p> <p>10. <u>遵守法律。</u></p> <p>如适用，客户应自费向相应的管理技术进口的中国政府部门（包括商务部或其当地相应机构）提交本协议，以便在签署本协议后六十 (60) 天内进行注册，并在适用的中国法律要求的期限内向该等部门提交关于其他任何注册以及批准和/或修改注册的申请。</p>
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<p>11. <u>General Provisions.</u></p> <p>11.1 <u>Entire Agreement and Conflicts.</u> This Agreement, and all exhibits to this Agreement, all of which are incorporated herein by reference, sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements, proposals, negotiations, conversations, discussions and understandings, written or oral, with respect to such</p>	<p>11. <u>一般条款。</u></p> <p>11.1 <u>完整协议和冲突。</u> 本协议，及其所有附录（所有附录均通过引用成为本协议的一部分），阐明了双方与本协议主题事项有关的完整协议和谅解，并取代所有先前或同期与此主题事项有关的协议、建议、谈判、谈话、讨论和谅解（无论是书面的还是口头的）以及所有以往的交易或行业惯例。本协议优先于客户提供的任何采购订单上可能出现</p>
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subject matter and all past dealing or industry custom. This Agreement shall 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 shall have no force and effect, notwithstanding Cloudera's acceptance or execution of such purchase order.

11.2 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.

11.3 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, Node 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, and to enhance the usability of the Cloudera Products. 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.

11.4 Assignment. Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned or delegated by Customer, by operation of law or otherwise, without the prior written consent of Cloudera, and any attempted transfer, assignment or delegation without such consent will be void and without effect; provided that Customer may assign this Agreement, including all rights and duties under this Agreement, to any of its Affiliates, provided that such Affiliate agrees in writing to assume all obligations of Customer hereunder, and that such Affiliate is, in the sole judgment of Cloudera, adequately capitalized and credit-worthy. Cloudera may freely transfer, assign or delegate this Agreement or its rights and duties under this Agreement. Subject to the foregoing, this

的任何额外的、冲突的或不一致的条款和条件，并且任何此类采购订单中的任何附加条款和条件将不具有作用和效力，即使 Cloudera 可能接受或执行此类采购订单。

11.2 独立合同方。任何一方均不会出于任何目的被视为另一方的代理人、特许人、特许经营人、员工、代表、所有人或合伙人，双方之间的关系只是独立合同方的关系。任何一方均没有权利或权力代表任何其他方承担或设立任何义务，或作出任何陈述或保证（无论是明示还是默示），或在任何方面约束另一方。

11.3 诊断和报告。客户确认 Cloudera 软件和 Cloudera 在线服务的默认配置中包含诊断功能。诊断功能会收集有关客户环境和 Cloudera 产品的使用的配置文件、节点数、软件版本、日志文件和其他信息，并向 Cloudera 报告该等信息，以便其使用该等信息主动发现潜在的支持问题，了解客户的环境，提高 Cloudera 产品的可用性。虽然客户可以选择更改 Cloudera 软件中的诊断功能，以禁用定期自动报告功能，或仅在 Cloudera 提交支持问题单后进行报告，但客户同意，每季度应至少运行一次诊断功能，并向 Cloudera 报告结果。

11.4 转让。未经 Cloudera 事先书面同意，客户不得根据法律或其他依据，转让、让与或转授本协议以及本协议下的任何权利或义务，且任何未经该等同意试图进行的转让、让与或转授均无效，但如果客户的关联方书面同意承担客户在本协议下的所有义务，并且 Cloudera 根据自己的判断认为客户的该等关联方有充足的资本和信用，客户可以将本协议（包括本协议下的所有权利和义务）转让给该等关联方。Cloudera 可以自由转让、转移或委托本协议或其在本协议下的权利和义务。在上述规定的约束下，本协议对双方及其各自的代表、继承人、管理人、继承人和允许的受让人均有约束力，并以其为受益人。

Agreement will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns.

11.5 Third Party Software. Notwithstanding any terms to the contrary in this 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 this Agreement, its use is further subject to the terms of such third party licenses applicable to the Third Party Software referenced in Section 1.13. 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.

11.6 Modifications. Cloudera reserves the right to modify or replace this Agreement at any time and in Cloudera's sole discretion. Cloudera will indicate at the top of this Agreement the date such document was last updated. Cloudera will post the revised version on the Cloudera Web site or make such modified or new Agreement available through the URL furnished to You during Your initial ordering process or such other methods as determined by Cloudera. Any modifications or replaced terms will be effective following Your renewal of this Agreement. Your continued use of the Cloudera Products or renewal of this Agreement following the posting or availability of any changes to this Agreement will constitute Your acceptance of such changes. If You do not agree to the changes, You must stop using the Cloudera Products and Support Services.

11.7 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 email, confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, to Cloudera, Inc. 1001 Page Mill Road, Building 3, Palo Alto, CA 94304-1008, attention: Legal, as the same may be updated by Cloudera pursuant to this Section. Any notice or communication required or permitted to be given by You hereunder must be submitted to the email address, physical address or facsimile provided by You during registration, as the same may be updated by You pursuant to this Section. Any notice must be given pursuant to this Section in each case to the address of

11.5 第三方软件。即使本协议中有任何与此相抵触的规定，客户亦承认并同意：(i) Cloudera 产品包含第三方软件；并且 (ii) 客户同意，除本协议条款之外，Cloudera 产品的使用还受适用于第 1.13 条所述的第三方软件的第三方许可条款的约束。此外，客户特此确认，此类第三方供应商对此类第三方软件或其任何部分不做任何陈述或保证，并且不对因此类第三方软件或客户使用或不能使用而引起的任何索赔承担任何责任。

11.6 更改。Cloudera 保留随时自行决定修改或替换本协议的权利。Cloudera 应在本协议顶部标明上次更新本文件的日期。Cloudera 应在 Cloudera 网站上发布修订版本，或通过在您的初次订阅中提供给您的 URL 或 Cloudera 确定的其他方法提供此类修改或新协议。任何修改或替换条款应在您续订本协议后生效。您在 Cloudera 发布或公布本协议的任何更改后继续使用 Cloudera 产品或续订本协议，将构成您接受该等更改。如果您不同意这些更改，必须停止使用 Cloudera 产品和支持服务。

11.7 通知。本协议下要求或允许发出的任何通知或通信必须采用书面形式，由发出通知的一方签字或授权，可以通过专人、隔夜快递、确认的电子邮件、确认的传真或挂号信（要求回执，预付邮资）等方式发送指 Cloudera。邮寄地址为 Inc. 1001 Page Mill Road, Building 3, Palo Alto, CA 94304-1008，收件人为 法务部 (Legal)，Cloudera 可以根据本条规定对此进行更新。您在本协议中要求或允许发送的任何通知或通信必须发送至您在注册过程中提供的电子邮件地址、实际地址或传真，您可以根据本条规定对此进行更新。在任何情况下，通知都必须根据本条规定发送至前述接收方的地址或一方以书面形式向另一方提供的其他该等地址。此类通知应视为自交付之日送达。

the receiving party as identified in the foregoing or at such other address as may hereafter 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.

11.8 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.

11.9 Section Headings. The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

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

11.11 Governing Law; Venue. This Agreement is made and will be governed by and construed in accordance with the laws of the State of California, excluding its choice of law principles to the contrary. In the event the parties are unable to settle a dispute between them regarding this Agreement, such dispute shall be referred to and finally settled by arbitration at the Hong Kong International Arbitration Centre in accordance with the UNCITRAL Arbitration Rules ("UNCITRAL Rules") in effect, which rules are deemed to be incorporated by reference into this Section 11.11, subject to the following: (i) the arbitration tribunal shall consist of three (3) arbitrators to be appointed according to the UNCITRAL Rules; and (ii) the language of the arbitration shall be English. Notwithstanding anything in this Agreement or in the UNCITRAL Rules or otherwise, the arbitration tribunal shall not have the power to award injunctive relief or any other equitable remedy of any kind against any party unless such award both (x) is expressly appealable to and subject to de novo review by the courts of Hong Kong, and (y) would not, if upheld, have the effect of impairing, restricting, or imposing any conditions on the right or ability of such party or any of its affiliates to conduct its respective business operations or to make or dispose of any other investments. The prevailing party shall be entitled to reasonable attorney's fees, costs and

11.8 不可抗力。除付款外，任何一方均不对全部或部分由于超出其合理控制的任何原因造成的未能履约或延迟履约负责，该等原因包括但不限于不可抗力、政府行为、战争、内乱、暴动、破坏、劳动力短缺或纠纷、分包商、运输困难或能源、原材料或设备短缺。如果发生任何此类延迟，交付日期将延迟相当于由于此类延迟而损失的时间。

11.9 条款标题。本协议中包含的条款标题仅供参考，不以任何方式影响本协议的含义或解释。

11.10 律师费。在执行本协议的诉讼中，胜诉方有权向败诉方收取费用和律师费。

11.11 适用法律；审判地。本协议根据加利福尼亚州法律制定，受其管辖并据其解释，不包括其与此冲突的法律选择原则。如果双方无法解决他们之间关于本协议的争议，该等争议应提交至香港国际仲裁中心，并最终根据联合国国际贸易法委员会仲裁规则（“**UNCITRAL 规则**”）通过仲裁解决。**UNCITRAL 规则**被视为通过引用并入本第 11.11 条，但须符合以下条件：(i) 仲裁庭应由根据 **UNCITRAL 规则**任命的三 (3) 名仲裁员组成；并且 (ii) 仲裁的语言应为英语。无论本协定、**UNCITRAL 规则**或其他法律法规中有任何规定，仲裁庭无权授予不利于任何一方任何种类的禁令救济或任何其他衡平救济，除非该等救济 (x) 明确可上诉，并由香港法院进行重新审核，以及 (y) 如果受支持，不会对该方或其任何关联公司开展其各自业务运营、进行或处置任何其他投资的权利或能力产生损害、限制或施加任何条件。胜诉方在其可能享有的任何其他救济之外，有权获得合理的律师费、费用和必要的补偿。

necessary disbursements in addition to any other relief to which such party may be entitled.

Notwithstanding the foregoing, the parties agree that all matters concerning ownership of the Cloudera Products and protection of Intellectual Property Rights therein, including, but not limited to, the ability to seek injunctive or other equitable relief will be dealt with exclusively in a court of competent jurisdiction (each an "IP Protection Action") and the exclusive jurisdiction and venue of any IP Protection Action will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

11.12 Severability. If any provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of this Agreement will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this 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 Agreement 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.

尽管有上述规定，双方同意，关于 Cloudera 产品的所有权及其知识产权保护的所有事项，包括但不限于寻求禁令救济或其他衡平救济的能力，将仅由有管辖权的法院审理（“知识产权保护诉讼”），任何知识产权保护诉讼的专属管辖地和审判地为位于加利福尼亚北区的州和联邦法院，并且双方都放弃针对该等法院的管辖权和审判权提出异议的权利。

11.12 可分割性。如果由于任何法律规则或公共政策导致本协议的任何条款变得无效、非法或不可执行，则只要本协议下交易的经济和法律实质没有以对任何一方不利的方式受到影响，则本协议的所有其他条款仍将完全有效。一经确定任何条款无效、非法或不可执行，双方将真诚地协商修改本协议，尽可能以可接受的方式接近双方达成的原意，完成本协议下的交易。

Exhibit A / 附录 A

Professional Services Terms / 专业服务条款

<p>For any Professional Services ordered under the Agreement, the following additional terms and conditions will apply. Except as expressly specified or amended herein, the terms and conditions of the Agreement will apply to all Services provided under this Exhibit and the applicable Statement of Work.</p> <p>1. Definitions. These additional terms will have the following meanings</p> <p>1.1 “<u>Pre-Existing Property</u>” means any and all intellectual property, including 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, owned or controlled by Cloudera prior to Effective Date including but not limited to the Cloudera Products and any and all modifications thereto and derivative works thereof.</p> <p>1.2 “<u>Professional Services</u>” or “<u>Services</u>” means the design, development, operational and other professional services performed or to be performed by Cloudera under this Agreement, in accordance with an applicable statement of work (“<u>Statement of Work</u>” or “<u>SOW</u>”).</p> <p>1.3 “<u>Work Product</u>” means all materials (including but not limited to drawings and documentation) delivered by Cloudera in the course of Cloudera’s performance of the Professional Services that is created for Customer as set forth in a Statement of Work. Work Product expressly excludes any and all: (i) Cloudera Products, including any and all modifications thereto or derivative works thereof; and (ii) ideas, processes, programs, concepts, business methods, inventions 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 Professional Services (“Cloudera IP”), provided that Cloudera IP shall never include any of Customer’s Confidential Information.</p>	<p>对于本协议下订阅的所有专业服务，以下附加条款和条件应适用。除非本协议中有明确规定或修改，否则本协议的条款和条件应适用于在本附录下提供的所有服务和相应的工作说明。</p> <p>1. 定义。 这些额外术语的含义如下所示</p> <p>1.1 “<u>已有财产</u>”指 Cloudera 在生效日期之前拥有或控制的、任何司法管辖区承认的、包括但不限于 Cloudera 产品及其所有修改和衍生产品的所有知识产权，包括所有专利、版权、精神权利、商标、商业秘密和任何其他形式的知识产权，以及上述任何权利的注册和申请。</p> <p>1.2 “<u>专业服务</u>”或“<u>服务</u>”指 Cloudera 在本协议下根据适用的工作说明（以下简称“<u>工作说明</u>”或“<u>SOW</u>”）提供或将提供的设计、开发、运行和其他专业服务。</p> <p>1.3 “<u>工作成果</u>”指 Cloudera 在根据工作说明向客户提供专业服务过程中交付的所有材料（包括但不限于图纸和文档）。工作成果明确排除任何和所有：(i) Cloudera 产品，包括其任何及所有修改或其衍生作品；和 (ii) Cloudera 在履行专业服务过程中发现、创建或开发的所有行业或单一行业的一般应用程序的思路、流程、方案，概念、业务方法、发明和开发（“Cloudera 知识产权”），但 Cloudera 知识产权不得包含任何客户的保密信息。</p>
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<p>2. Ownership</p> <p>2.1 <u>Statement of Work (SOW)</u>. In order for Cloudera to perform any Professional Services for Customer, the parties must each sign a Statement of Work which will incorporate the terms of the Agreement, including this Exhibit, by reference. One or more Statements of Work may be entered into by mutual written consent of the parties during the term of this Agreement. To the extent that a conflict arises between the terms of any Statement of Work and the terms of this Agreement, the terms and conditions of this Agreement will govern. All Statements of Work will include: (i) a description of the Professional Services; (ii) the estimated schedule for the performance of the Professional Services; and (iii) the fees for performance of the Professional Services specified therein.</p> <p>2.2 <u>Ownership of Pre-Existing Property</u>. As between the parties, Cloudera owns all right, title and interest in and to the Pre-Existing Property (including, all Intellectual Property Rights embodied therein).</p> <p>2.3 <u>Ownership of Work Product</u>. In the event that the performance of the Professional Services results in Work Product, all right, title and interest in the Work Product (excluding the Pre-Existing Property 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 and the Cloudera IP) and any and all Intellectual Property Rights embodied therein. Notwithstanding any terms to the contrary in the Agreement or this Exhibit, Cloudera owns all right, title and interest in and to any and all bug-fixes, extensions, improvements or enhancements to the Cloudera Products (including all Intellectual Property Rights embodied therein) and no rights to the foregoing are granted hereunder. 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</p>	<p>2. 所有权</p> <p>2.1 <u>工作说明 (SOW)</u>。为方便 Cloudera 向客户提供任何专业服务，双方必须签署一份工作说明，其中应通过引用方式包含本协议（包括本附录）的条款。在本协议期限内，经双方共同书面同意，可以签订一份或多份工作说明。如果任何工作说明的条款与本协议的条款之间存在冲突，应以本协议的条款和条件为准。所有工作说明应包括：(i) 对专业服务的描述；(ii) 提供专业服务的预计时间；及 (iii) 提供工作说明中所述的专业服务的费用。</p> <p>2.2 <u>已有财产的所有权</u>。在双方之间，Cloudera 拥有已有财产（包括其中包含的所有知识产权）的所有权利、所有权和权益。</p> <p>2.3 <u>工作成果的所有权</u>。如果提供专业服务产生了工作成果，则工作成果（不包括已有财产和 Cloudera 知识产权）的所有权利、所有权和权益归客户所有，并被视作职务成果。如果不能被视为职务成果，Cloudera 应将工作成果（不包括已有财产和 Cloudera 知识产权）和其中包含的所有知识产权的所有权利、所有权和权益转让给客户。即使本协议或本附录中有任何与此相抵触的条款，Cloudera 拥有 Cloudera 产品的所有错误修正、扩展、改进或增强（包括其中包含的所有知识产权）的所有权利、所有权和权益。本附录不授予客户上述权利。Cloudera 授予客户非独家、不可转让、可撤销的有限许可，以便客户仅针对与使用工作成果相关的用途使用 Cloudera 知识产权，但客户不得：(i) 修改、披露、更改、转换 Cloudera 知识产权或开发 Cloudera 知识产权的衍生作品；(ii) 许可、转许可、转售、分销、租赁、出借、转让、让与或以其他方式处置 Cloudera 知识产权；(iii) 反汇编、反编译或反向设计任何 Cloudera 知识产权。</p>
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any of the Cloudera IP.

3. Professional Services Fees. The fees associated with the performance of the Professional Services will be as set forth in the Statement of Work or other ordering document applicable to such Professional Services. Customer will be responsible for reasonable travel and related expenses incurred as a result of delivering the Professional Services as indicated in the applicable Statement of Work. The Professional Services fees do not include taxes, and Customer will be responsible for payment of any and all sales, use, excise, import, export, value added or similar taxes and all government permit or license fees, and all customs, duty, tariff and similar fees levied upon the Work Product and the provision of the Professional Services under this Agreement, and any costs associated with the collection or withholding thereof, including penalties and interest. All fees and expenses associated with the Professional Services will be invoiced as specified in the applicable Statement of Work or other ordering document applicable to such Professional Services and will be paid in accordance with Section 4 (Financial Considerations) of the Agreement.

4. Warranty; Disclaimer

4.1 Services Warranty. Cloudera represents and 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 30 days of the delivery of any non-conforming Services, and, as Cloudera's sole obligation and Customer's exclusive remedy, Cloudera will re-perform such non-conforming Services at no additional charge to Customer.

4.2 Disclaimer. EXCEPT AS PROVIDED IN THE FOREGOING, CLOUDERA MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER.

5. Indemnification Obligations. Cloudera's intellectual property infringement indemnity obligations with respect to Work Product (in the form delivered to Customer by Cloudera) will be as provided in Section 7.1 of the Agreement; provided, however, that for the purposes of this Exhibit B, the remedy specified in Section 7.1(d) will be limited to Cloudera terminating the Agreement or the

3. 专业服务费。与提供专业服务相关的费用应在该等专业服务相应的工作说明或其他订阅文件中规定。客户应承担根据相应工作说明提供专业服务所产生的合理差旅和相关费用。专业服务费不包括税费，客户应负责支付对本协议下的工作成果和专业服务征收的所有销售税、使用税、消费税、进口税、出口税、增值税或类似税款和所有政府许可或执照费用、所有关税和类似费用，以及与收取或扣缴上述费用相关的任何费用，包括罚款和利息。与专业服务相关的所有费用应按照适用于该等专业服务的工作声明或其他订阅文件中的规定收取，并应根据本协议第 4 条（财务对价）支付。

4. 质量保证；免责声明

4.1 服务质量保证。Cloudera 陈述并保证以专业、符合行业标准的方式提供服务。对于不符合本质量保证条款的任何服务，客户必须在任何不合格服务交付后 30 天内通知 Cloudera，并且作为 Cloudera 的唯一义务和客户的唯一救济，Cloudera 应重新提供该等不合格服务，不得向客户收取额外费用。

4.2 免责声明。除上文所述之外，Cloudera 对与本附录中服务相关的时效性或特定用途适用性不做任何保证，也不做任何其他明示、默示或法定保证。

5. 赔偿义务。Cloudera 因工作成果（以 Cloudera 交付给客户的形式）侵犯知识产权而应承担的赔偿义务应按照协议第 7.1 条的规定确定；但是，在本附录 B 中，第 7.1(d) 条规定的救济应限于 Cloudera 终止引发该等侵权行为的协议或工作说明。在该等协议或工作说明终止后，客户必须根据 Cloudera 的选择，返还或销毁该等工作成果 and 所有已有财产，Cloudera 应退还客户在相应工

Statement of Work under which such 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 will provide a refund of all fees paid under the applicable Statement of Work for the infringing Work Product.

6. Term of Statements of Work. Unless terminated as provided in the Agreement, each Statement of Work expires one year from the initial effective date of such Statement of Work, unless both parties agree in writing to extend the term of the Statement of Work. Any Professional Services included in a purchase order issued by Customer expire one year from the date of such Purchase Order. For the avoidance of doubt, any subscription or licensing included in such purchase orders with Professional Services expire based on the terms related to those products and are not bound to the terms of this Section.

7. Background Checks. (a) Prior to performing Services on-site for Customer in the United States, Cloudera will use commercially reasonable efforts to ensure that the United States-employed personnel who will work at a Customer site for more than one business day or have access to Customer's network shall undergo a background check in accordance with the standards set forth on Attachment 1 to Exhibit B attached hereto. (b) Prior to performing on-site Services for Customer outside of the United States, Cloudera will use commercially reasonable efforts to ensure that the non-United States personnel who will work at a Customer site for more than one business day or have access to Customer's network shall undergo a background check to include: (i) checking an international criminal database to search for criminal records at the local and/or national level, based upon the requested country's court layout; (ii) verification of highest educational degree received; and (iii) employment history for the lesser of the last three employers or the prior seven years.

8. Insurance. During the term of this Agreement, Cloudera will, at its own expense, maintain insurance coverage of the kinds and with the minimum amounts as follows. Cloudera will furnish Certificates of Insurance on industry standard forms upon request but not more than once annually. All insurance policies will be written by a company with an A.M. Best Rating of A- VII or better.

作说明下就侵权工作成果支付的所有费用。

6. 工作说明的期限。除非工作说明根据本协议中的规定被终止，或双方以书面形式同意延长工作说明的期限，否则每份工作说明应在最初生效日期一年后到期。客户所下订单中包含的所有专业服务应在订单日期一年后到期。为免存疑，专业服务订单中包含的订阅产品或许可的期限应根据与这些产品相关的条款确定，不受本条规定的约束。

7. 背景调查。(a) 在为美国客户提供现场服务之前，Cloudera 应采取商业上合理的努力，以确保根据本协议附录 B 附件 1 中规定的标准，对在客户现场工作超过一个工作日或有权访问客户网络的美国员工进行背景调查。(a) 在为美国以外客户提供现场服务之前，Cloudera 应采取商业上合理的努力，以确保对在客户现场工作超过一个工作日或有权访问客户网络的非美国员工进行背景调查，背景调查应包括：(i) 查阅国际犯罪数据库，以根据请求国家的法院所在地，搜索当地和/或国家层面的犯罪记录；(ii) 核实员工接受的最高程度的教育；和 (iii) 在至少最近三个雇主或之前七年中的雇佣记录。

8. 保险。在本协议期限内，Cloudera 应自费购买以下种类和最低金额的保险。Cloudera 应根据要求提供行业标准格式的保单，但每年不应超过一次。所有保单应由达到 A.M. Best A-VII 级或更高级别的保险公司填写。

Worker's Compensation / 工伤赔偿	Statutory Limits / 法定限额
Employer's Liability / 雇主责任险	\$1,000,000 / 1,000,000 美元
General Liability / 一般责任险	\$1,000,000 per occurrence, and \$2,000,000 general aggregate / 每次 1,000,000 美元; 累计赔偿限额 2,000,000 美元
Professional Liability / 职业责任险	\$1,000,000 / 1,000,000 美元
Automobile Liability / 车上责任险	\$1,000,000 combined single limit / 合并单一限额 1,000,000 美元

附录 A

Attachment 1 to Exhibit A /附件 1

Background Check Standards / 背景调查标准

<p>1. Social Security verification/trace;</p> <p>2. A criminal search consisting of a five-year history search for felony convictions and/or misdemeanor convictions involving dishonesty. The criminal search may include one or more national criminal database searches (COPS, NationScan or similar multi-jurisdiction search) of state and county criminal records and databases, including sex offender registries, Office of Foreign Assets Control lists, FBI most wanted fugitive lists, and wanted fugitives lists published by federal, state and local law enforcement agencies;</p> <p>3. A search of U.S., foreign governments and/or international organizations terrorist watch and sanctions lists, which may include one or more of the following lists: OFAC Specialty Designated Nationals and Blocked Persons; OFAC Sanctioned Countries, including major Cities and Ports, Non-Cooperative Countries and Territories; Department of State Trade Control Debarred Parties; U.S. Bureau of Industry and Security (Unverified Entities List, Denied Entities List, Denied Persons List); FBI Most Wanted Terrorist & Seeking Information List; INTERPOL Most Wanted List; Bank of England Sanctions List; OSFI – Canadian Sanctions List; United Nations Consolidated Sanctions List; Politically Exposed Persons List; European Union Terrorism List; and World Bank Ineligible Firms;</p> <p>4. Employment history verification for the lesser of the last three employers or the prior five years prior; and</p> <p>5. Education verification to confirm the highest degree obtained, if any.</p>	<p>1. 社会保险验证/追踪;</p> <p>2. 犯罪记录搜索, 包括搜索五年内的重罪和/或不诚实等轻罪的记录。犯罪记录搜索可以包括在一个或多个国家犯罪数据库 (COPS、NationScan 或类似的多辖区数据库) 检索国家和郡级犯罪记录和数据库, 包括性罪犯者登记表、海外资产控制办公室名单、联邦调查局头号通缉逃犯名单以及联邦、州和当地执法机构公布的通缉逃犯名单;</p> <p>3. 检索美国、外国政府和/或国际组织的恐怖分子监视和制裁名单, 可能包括以下一个或多个名单: 海外资产控制办公室特别指定国民和封锁人员名单; 海外资产控制办公室受制裁国家 (包括其主要城市和港口) 以及非合作国家和地区; 美国国务院贸易控制被拒方; 美国工业和安全局 (未经验证的实体名单、被拒实体名单、被拒人员名单); 联邦调查局头号通缉恐怖分子和搜寻信息清单; 国际刑警组织头号通缉犯名单; 英格兰银行制裁名单; 加拿大金融机构监督办公室制裁名单; 联合国综合制裁名单; 政治敏感人员名单; 欧盟恐怖分子名单; 世界银行不合格企业;</p> <p>4. 在至少最近三个雇主或之前五年中的雇佣记录; 以及</p> <p>5. 核实员工接受的最高程度教育 (如有)。</p>
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Exhibit B / 附录 B
Training Services Terms / 培训服务条款

<p>For any Training Services ordered under the Agreement, the following additional terms and conditions will apply. Except as expressly specified or amended herein, the terms and conditions of the Agreement will apply to all Training Services provided under this Exhibit.</p> <p>1. Definitions</p> <p>1.1 “<u>Training Materials</u>” means the PowerPoint slides, on-demand videos, and other documentation, including the training exercises and labs provided in conjunction with any particular Training Service.</p> <p>1.2 “<u>Training Services</u>” means one or more of the training offerings listed in Appendix 1 attached hereto, as may be updated by Cloudera from time to time.</p> <p>2. Proprietary Rights; Restrictions. 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 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 under this Exhibit. In addition, Customer may not make recordings of any kind of the Training Services provided under this Exhibit. Notwithstanding the foregoing, Customer participants attending the Training Services may retain one copy of the Training Materials for personal use only.</p> <p>3. Training Services Fees. The fees associated with the performance of the Training Services will be as set forth in the Order Form or other ordering document applicable to such Training Services. The Training Service fees do not include taxes, and Customer will be responsible for payment of any and all sales, use, excise, import, export, value added or similar taxes and all government permit or license fees, and all customs, duty, tariff and similar fees levied upon the provision of the Training Services under this Agreement, and any costs associated with the collection or withholding thereof, including</p>	<p>对于在本协议下订阅的所有培训服务，以下附加条款和条件适用。除非本协议中明确规定或修改，否则本协议条款和条件应适用于在本附录下提供的所有培训服务。</p> <p>1. 定义</p> <p>1.1 “<u>培训材料</u>”指与任何特定培训服务一起提供的 PowerPoint 幻灯片、点播视频和其他文件，包括培训练习和实验室。</p> <p>1.2 “<u>培训服务</u>”指附件 1 所列的一种或多种培训，Cloudera 可能不时更新培训服务。</p> <p>2. 所有权；限制。 Cloudera 单独或与他人合作在提供培训服务的过程中想出、发现、开发或以其他方式取得的（确定著作权、发明权或所有权所必需的）的所有作品、发明、改进、方法、工艺、公式、设计、技术和信息成果应是 Cloudera 的独家财产。本附录不会将任何财产或相关知识产权的权益或所有权转让给客户。此外，客户不得对本附录下提供的任何种类的培训服务做记录。尽管有上述规定，参加培训服务的客户学员仍可以保留一份培训材料，该等材料仅供个人使用。</p> <p>3. 培训服务费。 与提供培训服务相关的费用应在该等培训服务的相应订单或其他订阅文件中列出。培训服务费不包括税费，客户应负责支付对本协议下的培训服务征收的所有销售税、使用税、消费税、进口税、出口税、增值税或类似税款和所有政府许可或执照费用、所有关税和类似费用，以及与收取或扣缴上述费用相关的任何费用，包括罚款和利息。与培训服务相关的所有费用应按照该等培训服务的相应订单或其他订阅文件中的规定收取，并应根据本协议第 4 条（财务对价）支付。</p>
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<p>penalties and interest. All fees associated with the Training Services will be invoiced as specified in the applicable Order Form or other ordering document applicable to such Training Services and will be paid in accordance with Section 4 (Financial Considerations) of the Agreement.</p> <p>4. Third Party Products. In the case of Training Services provided via on-demand video, the Training Services may be provided directly by Cloudera to Customer or may be hosted by a third party service.</p> <p>5. Warranty; Disclaimer</p> <p>5.1 Training Services Warranty. Cloudera represents and warrants that it will perform the Training Services in a professional manner and consistent with industry standards. For any Training Services that do not conform to this warranty, Customer must notify Cloudera within five days of the delivery of any non-conforming Training Services, and as Cloudera’s sole obligation and Customer’s exclusive remedy, Cloudera will, at its option, either: (i) re-perform such non-conforming Training Services at no additional charge to Customer; or (ii) refund the fees Customer paid to Cloudera for the portion of the Training Services that do not conform to this warranty.</p> <p>5.2 Disclaimer. EXCEPT AS PROVIDED IN THE FOREGOING, CLOUDERA MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN CONNECTION WITH THE TRAINING SERVICES PROVIDED HEREUNDER OR THE THIRD PARTY PRODUCT.</p>	<p>4. 第三方产品。 如通过点播视频提供培训服务，Cloudera 可以直接为客户提供培训服务，也可以通过第三方服务商提供。</p> <p>5. 质量保证；免责声明</p> <p>5.1 培训服务质量保证。 Cloudera 陈述并保证以专业、符合行业标准的方式提供培训服务。对于不符合本质量保证条款的任何培训服务，客户必须在任何不合格培训服务交付后五天内通知 Cloudera，并且作为 Cloudera 的唯一义务和客户的唯一救济，Cloudera 可以自行选择：(i) 重新提供该等不合格的培训服务，且不向客户收取额外费用；或 (ii) 退还客户就不符合本质量保证条款部分的培训服务支付给 Cloudera 的费用。</p> <p>5.2 免责声明。 除上文所述之外，Cloudera 对本附录中的培训服务或第三方产品相关的时效性或特定用途适用性不做任何保证，也不做任何其他明示、默示或法定保证。</p>
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Appendix 1: Description of Services /附件 1 服务描述

<p>The current course catalog can be found at the following link:</p> <p>http://cloudera.com/content/cloudera/en/training/courses.html</p> <p>Cloudera Custom Training</p> <p>Training courses tailored to Customer’s requirements are available at Cloudera’s then-current daily rate based on the number of students, subject to an agenda as mutually agreed upon by Customer and Cloudera.</p> <p>Cloudera Training Credits</p> <p>Cloudera Training Credits (“Training Credits”) are pre-paid training funds that can be redeemed for public or private training from Cloudera or a Cloudera-authorized training delivery partner. Training Credits expire 12 months from the date of purchase and must be redeemed prior to expiration. All unused credits will be forfeited (i.e., all private or public classes must be completed <u>before</u> the expiration date of the Training Credits to be eligible for Training Credit redemption).</p> <p>Training Course Policies</p> <p>Minimum duration for on-site courses is three days. All one or two day courses must be ordered in combination with other training.</p> <p>Training Materials, including course slides and the Exercise Manual, are for the personal use of the student attending the course only. The Training Materials may not be copied, shared, or redistributed in any form or manner. Please contact training-admin@cloudera.com for more information.</p> <p>Attendee lists must be provided in advance. Course participation is limited to the maximum number as indicated by the training product purchased. In the event Training Credits are redeemed for on-site training, the credits will be allocated based on the student count confirmed at the time of class booking.</p> <p>Mutually agreed upon additional students will incur an additional \$500 per attendee per day fee. More than 20 students are not allowed in any course. Any changes to the number of participants must be requested in writing no later than two weeks prior to</p>	<p>最新课程目录可在以下链接查看:</p> <p>http:// Cloudera .com/content/ Cloudera /zh-CN/training/courses.html</p> <p>Cloudera 定制培训</p> <p>Cloudera 可以根据客户和 Cloudera 共同商定的时间，针对客户的要求提供量身定制的培训课程，Cloudera 提供培训时的每日培训费根据学员数量而定。</p> <p>Cloudera 培训额度</p> <p>Cloudera 培训额度（以下简称“培训额度”）指可以用于从 Cloudera 或 Cloudera 授权的培训交付合作伙伴兑换公共或私人培训的预付培训资金。培训额度在购买之日 12 个月后到期，并且必须在到期前兑换。所有未使用的额度将被废止（即所有私人或公共课程必须在培训额度可兑换到期日<u>之前</u>完成）。</p> <p>培训课程政策</p> <p>现场课程的最短时间为三天。所有一到两天的课程必须与其他培训一起订阅。</p> <p>培训材料，包括课程幻灯片和练习手册，仅供参加课程的学员个人使用。培训材料不得以任何形式或方式复制、共享或重新分发。有关详细信息，请联系 training-admin@Cloudera.com。</p> <p>必须提前提供参加培训人员名单。参加课程的最多人数如购买的培训产品所示。如使用培训额度兑换现场培训，额度应根据课程预订时确认的学员数量分配。</p> <p>对于双方同意增加的学员，每人每天应额外支付 500 美元。任何课程的学员不得超过 20 人。更改学员必须最晚在课程开始前两周以书面形式提出。</p>
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<p>the start of class.</p> <p>Remote attendees, if any, count toward maximum participant limitation. Courses are hands-on and interactive; remote attendees are not recommended unless they are attending a scheduled virtual session. Cloudera must pre-approve any remote attendees for on-site training, and Customer will be responsible for supplying and managing the web-conferencing technology.</p> <p>Attendance is limited to Customer employees and full-time contractors. Attendees who are not Customer employees or full-time contractors will incur an additional \$5,000 participation fee.</p> <p>For sessions cancelled 30 days or more in advance, the cancellation fee is 10%.</p> <p>For sessions cancelled or rescheduled 15 days or more in advance, but fewer than 30 days in advance, the cancellation/reschedule fee is 50%.</p> <p>For sessions cancelled or rescheduled fewer than 15 days in advance, the cancellation/reschedule fee is 100%.</p> <p>Customers must notify the Cloudera Education team at schedule-training@cloudera.com to cancel or reschedule sessions.</p> <p><u>Training Credit Policies</u></p> <p>Training credits may only be redeemed in the currency in which they were purchased.</p> <p>Customer must designate a primary contact (“Account Owner”) authorized to use the credits.</p> <p>Credits will apply towards the list price of the course effective at the time of redemption.</p> <p>Prices and course types are subject to change.</p> <p>Credits are not redeemable for certification products.</p> <p>Scheduling is subject to availability. Cloudera does not guarantee seats to any particular public course or availability of an instructor for delivery of private courses on any particular date.</p> <p><u>OnDemand Training Policies</u></p>	<p>远程学员（如果有）计入最大学员人数限制。课程为动手实践和互动形式；不推荐远程受训，除非远程学员正在参加规划虚拟学习。远程学员参加现场培训必须获得 Cloudera 的事先批准，客户应负责提供和管理网络会议技术。</p> <p>学员仅限于客户员工和全职承包商。如需客户员工或全职承包商人员参与培训，则应额外支付 5,000 美元的受训费。</p> <p>如提前 30 天或更长时间取消学习，取消费为 10%。</p> <p>如提前取消或重新安排学习的时间为 15 天或以上，但少于 30 天，取消/重新安排费为 50%。</p> <p>如提前取消或重新安排学习的时间少于 15 天，取消/重新安排费为 100%。</p> <p>客户必须通过 schedule-training@cloudera.com 通知 Cloudera 培训团队取消或重新安排学习。</p> <p><u>培训额度政策</u></p> <p>培训额度只能以购买额度所用的货币兑换。</p> <p>客户必须指定一名授权使用额度的主要联系人（以下简称“账户所有者”）。</p> <p>额度应执行兑换时有效的课程价格。</p> <p>价格和课程类型可能会更改。</p> <p>额度不可兑换为认证产品。</p> <p>计划应视课程可用性而定。Cloudera 不保证可在任何特定日期提供特定公共课程，也不保证可以指派教练提供私人课程。</p> <p><u>OnDemand 培训政策</u></p>
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OnDemand training is licensed to unique individuals. One license equates to one user, as counted by unique email addresses. It is prohibited for OnDemand access credentials to be shared by multiple individuals. The term of OnDemand licenses is as follows: (a) licenses for individual courses will be valid for a period of six (6) months from the purchase date, and (b) licenses to the OnDemand Library (which is a collection of Cloudera courses) are valid for a period of one (1) year from the purchase date. Access to the applicable video content and remote lab environment (if any) will be terminated on the expiration date of the applicable license. Fees paid for such OnDemand training are non-cancelable and non-refundable.

Public Training Seats Purchased by Purchase Order

Public training seats bought by purchase order require a signed Order Form and will expire if not used within six months of the purchase date. Additional public training terms and conditions can be found online at the following link: https://university.cloudera.com/legal/order_terms_and_conditions

Training Facility Rentals

In the event Customer cannot provide a room and/or computers which meet the requirements listed in the following section (Cloudera Training Technical Classroom Requirements), they must rent a training facility with workstations to host the class. We recommend that Customer utilize Cloudera to assist with sourcing a qualified training facility, as we have established relationships with vendors who are familiar with our course requirements. The estimated daily rental rates will be as follows:

- All US Locations: \$1150 USD per day; no lunch included
- UK Locations: £1150 GBP per day; no lunch included

Note: Lunches can be added for \$18 USD per student per day in the US and £18 GBP per student per day in the UK.

For all other locations, please contact schedule-training@cloudera.com for rates and availability. Please note that room availability is **NOT** guaranteed and all costs associated with room rentals are the responsibility of Customer. Some locations may not

OnDemand 培训是向特定个人授予许可的。一个许可等于一个用户，根据不同的电子邮箱地址计算数量。禁止多个人共享 OnDemand 访问资格。OnDemand 许可的条款如下所述：(a) 具体课程的许可应自购买之日起六 (6) 个月内有效，以及 (b) 对 OnDemand Library (Cloudera 课程集合) 的许可自购买日起一 (1) 年内有效。访问视频内容和远程实验室环境 (如果有) 的权利应在相应许可的到期日终止。为 OnDemand 培训支付的费用不可取消且不可退还。

通过订单采购公共培训

通过订单采购公共培训需要一份经客户签署的订单，且该等培训在购买日之后六个月不使用将失效。有关其他公共培训的条款和条件，请访问以下链接：https://university.cloudera.com/legal/order_terms_and_conditions

培训设施租赁

如果客户无法提供符合下列要求 (Cloudera 技术培训教室要求) 房间和/或计算机，必须租用带有讲台的培训设施。我们建议客户在 Cloudera 的帮助下寻找合格的培训机构，因为我们与熟悉我们课程要求的供应商已经建立了合作关系。预计每日租金如下：

- 美国各地：每天 1150 美元；不含午餐
- 英国各地：每天 1150 英镑；不含午餐

注：可以提供午餐，价格为在美国每个学员每天 18 美元、在英国每个学员每天 18 英镑。

其他地点请联系 schedule-training@cloudera.com 了解价格和可用性。请注意，培训设施不保证提供住宿，所有住宿费用均由客户承担。在某些地点，培训设施不是 Cloudera 直接提供的，但可以作为

be offered directly through Cloudera but can be sourced as a “partner venue.” Such rates may exceed the above amounts and such fees will be the responsibility of Customer. Facility rental costs may be deducted from a Training Credit balance if sufficient funds exist. Cloudera Connect Partner discounts or other coupon codes will not be accepted for facility fees. Facility cancellation fees will be Customer’s responsibility if cancelled within **15 days** of the class start date for US classes and **22 days** for non-US locations.

Cloudera Training Technical Classroom Requirements

Computer set-up requirements for Cloudera standard courses can be found at the following link:

https://university.cloudera.com/technical_classroom_requirements

Custom Courses

Custom courses are built from our existing courses. For system requirements, please use the largest values from the courses included in the materials making up Your custom course. If You have any questions, please e-mail training-admin@cloudera.com for assistance.

Important Note: If the custom course includes portions of Cloudera Administrator Training for Apache Hadoop, additional requirements apply regarding Internet access or extra RAM on student machines as listed in the Administrator set-up requirements page: https://university.cloudera.com/technical_classroom_requirements_administrator

“合作伙伴场地”提供。这种情况下的费用可能会超过上述金额，相应费用应由客户负责。如果资金充足，设施租赁费用可从培训额度余额中扣除。设施费用不享受 Cloudera 渠道合作伙伴折扣或其他优惠券。如需取消培训，在美国举行的培训课程必须于课程开始日期前 **15 天**取消，美国之外的课程必须于课程开始前 **22 天**取消，否则客户应承担设施取消费。

Cloudera 技术培训教室要求

有关 Cloudera 标准课程的计算机设置要求，请访问以下链接：

https://university.Cloudera.com/technical_classroom_requirements

定制课程

定制课程是根据我们现有的课程形成的。关于系统要求，请使用定制课程材料中给出的课程的最高值。如果您有任何疑问，请发送电子邮件至 training-admin@Cloudera.com 寻求帮助。

重要提示：如果定制课程包括对 Apache Hadoop 的 Cloudera 管理员培训，则应符合有关学员计算机的网络接入和额外 RAM 的其他要求，见管理员设置要求页面：
https://university.Cloudera.com/technical_classroom_requirements_administrator。