

DataStax Astra Terms

Last Updated: January 22, 2021

IMPORTANT NOTICE

CONSUMERS PLEASE READ THESE DATASTAX ASTRA TERMS (THE “AGREEMENT”) CAREFULLY AND ENSURE THAT PARTICULAR

ATTENTION IS PAID TO SECTION 12 (WARRANTIES) AND 14 (LIMITATION OF LIABILITY).

BY CLICKING THE BOX INDICATING ACCEPTANCE OF THIS AGREEMENT TO THESE DATASTAX ASTRA TERMS, OR ACCEPTING THESE DATASTAX ASTRA TERMS BY USING OR ACCESSING THE CLOUD SERVICES, CUSTOMER ACKNOWLEDGES AND AGREE THAT CUSTOMER HAS READ THESE DATASTAX ASTRA TERMS CAREFULLY, TOGETHER WITH THE DATASTAX PRODUCTS DATA PROCESSING POLICY, DATASTAX PRIVACY POLICY ANY OTHER TERMS OR POLICIES REFERENCED IN THESE DATASTAX ASTRA TERMS, AND AGREES TO BE BOUND BY THEM.

IF CUSTOMER DOES NOT WISH TO BE BOUND BY THESE DATASTAX ASTRA TERMS, DATASTAX PRODUCTS DATA PROCESSING POLICY, DATASTAX PRIVACY POLICY OR ANY OTHER TERMS OR POLICIES REFERENCED IN THESE DATASTAX ASTRA TERMS, CUSTOMER MUST NOT CONFIRM AGREEMENT TO THESE ASTRA TERMS AND MUST NOT USE OR ACCESS THE CLOUD SERVICES.

IF CUSTOMER IS AGREEING TO THESE TERMS AND POLICIES ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, CUSTOMER REPRESENTS THAT CUSTOMER HAS THE LEGAL AUTHORITY TO BIND THE LEGAL ENTITY TO THESE TERMS AND POLICIES. IF CUSTOMER DOES NOT HAVE SUCH AUTHORITY THEN CUSTOMER MUST NOT USE OR ACCESS THE CLOUD SERVICES.

This Agreement is between the person or entity agreeing to these terms (“Customer”) and DataStax, Inc., (“DataStax”) a Delaware corporation, and includes these Terms and any terms expressly incorporated herein by reference. This Agreement is effective as of the earliest date on which the Customer accepts this Agreement.

1. Definitions

“Affiliate” means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a party, where “control” is above 50% possession, including the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

“Additional Fees” fees associated with Additional Services or premium levels of Support.

“Additional Services” means training, consulting or other services (other than the Cloud Services and Support) selected through the Console or procured through an Order Schedule. Additional Services shall be provided according to the Service Terms at www.datastax.com/service-terms, as updated or amended from time to time.

“Authorized User” means an employee or contractor employed or engaged by Customer or an Affiliate of the Customer and whom Customer authorizes to use the Cloud Services for the benefit of Customer or its Affiliates.

“Beta Software” Any feature or software within the Cloud Services designated as beta, meaning that it is a trial feature being offered as a test offering.

“Capacity Unit” means the DataStax unit of measure for the purpose of Customer’s use of the Cloud Services. Each Capacity Unit is equivalent to three (3) virtual nodes within a Database. DataStax offers Capacity Units at different Compute Tiers.

“Cloud Services” means DataStax Astra, which may be obtained directly, via the DataStax Astra site (astra.datastax.com) or through a Third-Party Marketplace.

“Compute Tier” or **“Compute Size”** means the processing tier selected by Customer for the Capacity Units within a Database. Currently, DataStax offers two different compute factor tiers: (i) C10 and (ii) Free, each of which provides different CPU and RAM processing capabilities. DataStax may offer additional paid compute factor tiers in the future, and each such offering shall be considered a Compute Tier or Compute Size in this Agreement.

“Console” means the applicable DataStax registration, billing, deployment, configuration, monitoring and reporting platform for the Cloud Services available at astra.datastax.com. For Customers that procure DataStax Astra for Google Cloud from the Google Cloud Platform Marketplace, Customer may also have access to the DataStax Astra for Google Cloud user portal (the “GCP Console”), which may be subject to additional Google terms and conditions.

“Customer Data” means any and all electronic data or information, including Customer Personal Data which is transferred by Customer or Authorized Users into the Cloud Services, or otherwise stored, created, processed or modified in connection with Customer’s Database.

“Customer Personal Data” means any Customer Data that is defined as “Personal Data” under applicable EU Data Protection Laws and to which EU Data Protection Laws apply and which is

provided by the Customer to DataStax or accessed, stored or otherwise processed by DataStax in connection with the Cloud Services.

“Database” means a Customer-designated Cloud Services cluster consisting of one or more Capacity Unit(s) which communicate with one another. Within a Database, all Capacity Units must be the same Compute Tier.

“Documentation” means the Cloud Services documentation and other materials available at docs.datastax.com, as amended from time to time.

"Fees" means the Metered Fees, any Additional Fees, and any Order Schedule Fees.

"High Risk Activities" means: (i) the operation of nuclear facilities, air traffic control or life support systems; (ii) where the use, access or failure of Cloud Services could lead to death, personal injury, or environmental damage; (iii) any activities that would require DataStax to be compliant with the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented or Payment Card Industry Data Security Standard requirements.

"High Risk Data": means: (i) any protected health information (PHI) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended and supplements; (ii) payment cardholder information or other information subject to Payment Card Industry (PCI) Data Security Standard requirements; or any data that is subject to the international traffic in arms regulations (ITAR).

“Multi-Region” means an instance is run across multiple geographic regions or datacenters within the same region (each a “Cloud Region”).

“Parked” with respect to a Database means a Database that has been put in inactive status by Customer or DataStax. While Parked, the Customer Data in a Database will be retained but cannot be accessed by Customer’s application and Customer will not be able to read to or write from the Database.

“Software” means the DataStax software and all related tools made available as part of, or used to provide the Cloud Services. The Software includes the third party software and material specified at https://docs.datastax.com/en/landing_page/doc/landing_page/3rdpartysoftware/thirdPartySoftware.html (“Third Party Software”).

“Support” means any Cloud Services support provided by DataStax to Customer, including any questions or issues submitted via the Console, phone or email, or DataStax responses to such submissions, as described at <https://www.datastax.com/legal/datastax-astra-support-policy>, as amended from time to time.

“Third-Party Marketplace” means a third-party channel authorized by DataStax to sell or offer DataStax Astra.

2. Cloud Services

2.1. Metered Services. Charges for the Cloud Services will be billed according to the then-current applicable list price based on the number of hours consumed as well as the number of Capacity Units and Compute Tier selected. The Cloud Services will be provided in accordance with the Documentation and is provided using a third-party hosting provider(“the Cloud Provider”), as selected by Customer from available options.

2.2. Requirements. DataStax will provide Cloud Services in accordance with the specifications set forth in the Console or Documentation. Customer will provide all accurate and complete information as required in the Console.

2.3. Modifications; Discontinuation of Service. Customer agrees and understands that DataStax may make modifications, including discontinuation of the Cloud Services or components of the Cloud Services, from time to time and will use commercially reasonable efforts to notify Customer of any material modifications.

2.4 Console. Customer’s use of the Console in connection with Customer’s use of the Cloud Services is included in the fees charged for the Cloud Services.

2.5 Compliance with Applicable Laws. Customer’s use of the Cloud Services, including the Console a must comply with all applicable laws, rules and regulations.

2.6 Registration. In order to use the Cloud Services, Customer must complete the registration process and provide contact information such as an email address, credentials and other account billing information on <https://astra.datastax.com> (for DataStax Console registered users) or login using Customer’s Third-Party Marketplace credentials (for registered users on a third-party marketplace) (“**Account Data**”). Customer must provide complete and accurate Account Data during the registration process and must keep Customer’s Account Data up-to-date. Customer is prohibited from misrepresenting Customer’s identity or affiliation with any company or other entity. By providing Account Data, Customer hereby consents that it and any Authorized Users on its account may receive email or in-Console communications from DataStax. Such communications may include communications regarding Customer’s Cloud Services Account and/or commercial content relating to other DataStax products and services. If you do not wish to receive such communications, a Customer or an Authorized User may opt-out by notifying DataStax at privacy@datastax.com.

2.7 Authorized User and Account Activity. Customer is responsible for all activity that occurs on Customer’s account. In addition, Customer shall at all times be responsible and liable for all Authorized Users' acts and omissions in connection with the Cloud Services and compliance with the Agreement. Customer should promptly contact DataStax in writing if Customer believes that the account credentials of Customer or its Authorized Users’ have been compromised or of any unauthorized use of the Cloud Services. Notwithstanding the foregoing, DataStax reserves the right to reset or terminate any account login credentials if there has been any unauthorized access or activity on a Customer's account.

2.8 Administration. Customer shall: (i) ensure that it keeps credentials and other account and billing information up to date; (ii) keep a complete and accurate record of all Authorised Users, and produce such record to DataStax on request from time to time; and (iii) permit DataStax to inspect and have access to any premises (and to the computer equipment located there) at or from which the Cloud Services is being accessed or used, and have access to any records, for the purposes of ensuring that Customer is complying with the Agreement. DataStax shall provide reasonable advance notice in writing to Customer of such inspections, which shall take place at reasonable times.

2.9 Beta Software. If Customer opts to utilize a Beta Software, Customer agrees that the following terms apply. Beta Software is not intended for production use, has not been fully certified for production workloads, and therefore may contain bugs and other functional issues. THE BETA SOFTWARE IS PROVIDED “AS IS” AND WITHOUT ANY WARRANTY OR INDEMNITY. There is no guarantee that a feature released in the Beta Software will ever become generally available. It may remain a Beta Software feature indefinitely, be shut down, or be combined with other features. Some Beta Software features may eventually become generally available, but there is no fixed schedule for this. DataStax shall not be liable for any damages related to your use of the Beta Software.

3. Use of the Cloud Services

3.1. License. Subject to the provisions of these Terms (including payment of the applicable fees), DataStax grants Customer with a non-exclusive, non-transferable, non-sublicensable, terminable license to use the Cloud Services, including the right to access and use the hosted and managed Software, and the Console solely in connection with Customer’s use of the Cloud Services. Customer acknowledges that its right to use and access the Cloud Services will be subject to the limits and restrictions of the Compute Tier procured.

3.2 Support. DataStax will provide Customer with Support of the Cloud Services subject the applicable Support Terms.

3.3 Service Level Agreement. The Service Level Terms which sets forth the Service Availability as defined therein shall be as described at <https://www.datastax.com/legal/datastax-astra-sla>. The Service Level Terms shall not apply to any fee-free Cloud Services or the Free Tier (“Trial Usage”)

3.4. Acceptable Use. All rights in the Cloud Services, Software, and Console not expressly granted under this Agreement are reserved to DataStax or its licensors. Without limiting the foregoing (except to the extent such restriction is expressly prohibited by applicable law), Customer warrants that they shall not, and shall not permit others under its control to: (1) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract the source code of the Software or Console; (2) assign, sublicense, transfer, lease, rent, resell, or otherwise distribute or make available the Software, Console, or Cloud Services to any third party; (3) use the Cloud Services for High Risk Activities, to store, maintain, process or transmit any High Risk Data, or otherwise contrary to the Documentation, (4) use the Cloud Services in any manner contrary to applicable laws or for any unauthorized

purpose, including in any manner which would infringe on the intellectual property or privacy rights of a third party, (5) use the Console or Cloud Services to create, transmit, process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State, (6) Use the Cloud Services on behalf of or for the benefit of any entity or person who is legally prohibited from using the Cloud Services, (7) use the Cloud Services or Console to create, deliver training on, improve (directly or indirectly) or offer a substantially similar product or service; (8) reconfigure the Software without prior written consent from DataStax, (9) attempt to circumvent any security measures intended to restrict access to any portion of the Cloud Services or Cloud Provider, (10) Customer shall not upload, post, otherwise transmit or provide access to data through the Cloud Services which is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, invasive of another's privacy, breaches any obligations of confidence, which is hateful, or racially, ethnically or otherwise objectionable; or (11) attempt to use the Cloud Services in a manner intended to improperly avoid Fees. ("Acceptable Use")

3.5. Suspension of Services for Security and Maintenance. DataStax reserves the right to temporarily suspend Customer's access to the Console and/or Cloud Services for any error corrections, modifications or other scheduled maintenance periods, for which DataStax will endeavor to provide Customer with advanced notice in the Console, where it is reasonably possible for DataStax to do so. Notwithstanding the foregoing, if there is an emergency security issue, then DataStax may automatically suspend Customer's use of the Console and/or Cloud Services. Suspension will be to the minimum extent required, and of the minimum duration, to prevent or resolve the emergency security issue. If DataStax suspends Customer's use of the Services for any reason, without prior notice to Customer, at Customer's request, DataStax will provide Customer the reason for the suspension as soon as is commercially possible.

3.6. Multi-Region. If Customer elects either on an Ordering Document or within the Console to procure Multi-Region Cloud Services, the following shall apply: (1) Customer acknowledges that Customer Personal Data may be transferred or stored outside the EEA, U.K. or the countries where DataStax is located in order to carry out the Services and the DataStax obligations under this Agreement in-line with the Cloud Regions selected, (2) Customer may select up to three (3) different Cloud Regions, but each different Cloud Region must be licensed for the same number of Capacity Units, and (3) Data transfers between Cloud Regions will be limited to 1.25 TB of inter region data transfer per Capacity Unit per month ("Data Transfer Allowance"). Should the data transfer exceed the Data Transfer Allowance Customer will be charged the rates per GB in excess of the 1.25TB as set forth in the Console against the Cloud Services credits or if no Cloud Services credits are available such overages shall be charged as a Metered Fee, as defined below.

4. Payment

4.1 The following sections shall apply if Customer is licensing Astra on-line directly with DataStax Astra or through a Third-Party Marketplace using a pay-as-you-go model (and not through a separate ordering document).

4.1.1. Fees. Customer will be charged based on its metered consumption of the Cloud Services (the “Metered Fee”), and any Additional Fees as agreed between the parties or otherwise in accordance with DataStax’s standard price list. Unless otherwise agreed to by the parties in writing, all Fees are non-refundable, assessed in U.S. dollars and shall be paid without setoff or deduction.

4.1.2. Consent to Payment Processing. For DataStax Astra Customers who register through the DataStax Console, any Fees will be processed by a third-party payment processing service (at this time Stripe) (“Payment Processor”). Customer consents to the use of such Payment Processor, subject to the applicable third party terms (Stripe terms are available at <https://stripe.com/checkout/legal>), and to the transfer of Customer’s bank or credit card information (including bank account or credit card holder’s name, bank account or credit card number, card expiration date, CVV number, and billing address) to such Payment Processor. Any terms governing the processing of Customer payment data are between Customer and such Payment Processor, and Customer should consult the applicable third party terms.

For DataStax Astra Customers who register through a Third-Party Marketplace, Fees will be processed by such Third-Party Marketplace, subject to Customer’s agreement with such Third-Party Marketplace provider.

4.1.3 Recurring Charges. Metered Fees for the Cloud Services are invoiced and charged based on Customer’s actual usage.

4.1.3.1. DataStax Registered Users. For DataStax Astra Customers who register directly through DataStax’s Astra Console (astra.datastax.com), DataStax will automatically charge the bank account or credit card on-file in Customer’s account for the Metered Fees associated with Customer’s usage during the prior calendar month (or other applicable period). These recurring charges are based on the pricing table available in the Console. Customer’s account details within the Console will provide Customer’s current balance. Recurring charges will be made at least monthly in any month where Metered Fees are incurred, but may be made more often if Customer’s usage or Fees exceed certain thresholds.

4.1.3.2. Third-Party Marketplace Registered Users. For DataStax Astra Customers who register through a Third-Party Marketplace, Customer’s account with such Third-Party Marketplace will be charged the Fees associated with Customer’s usage during the prior calendar month (or other applicable period as determined by the Third-Party Marketplace). These recurring charges are based on the pricing table available on the Third-Party Marketplace. Customer’s account details within the Console will provide Customer’s current balance. Recurring charges will be made at least monthly in any month where Fees are incurred.

4.1.3.3 Consent for Recurring Charges. By using the Cloud Services, Customer acknowledges that Customer’s Account will be subject to one of the above-described recurring charges. If Customer wishes to withdraw Customer’s consent for future recurring charges, please update the account settings in the Console and cease use of the Cloud Services.

4.1.4. Taxes. Customer is responsible for any duties, customs fees, or taxes (other than DataStax's income tax) associated with Customer's use of the Cloud Services or Additional Services, including any related penalties or interest ("Taxes"). Customer must pay the listed Fees without deduction for Taxes. If Customer is required by applicable law to withhold any amount from any payments then Customer must notify DataStax and pay DataStax the stated Fees as if no withholding were required, and shall remit the withholding to the appropriate governmental authorities on behalf of DataStax, with a copy of the tax receipt or certificate forwarded to DataStax.

4.1.5. Disputes. Customer is responsible for reviewing Customer usage and Fee data within the Console. If Customer disputes or has any questions about Customer's usage or Fees, Customer should contact Support via the Console. To the fullest extent permitted by applicable law, Customer waives any and all claims relating to the Fees unless Customer submits a Fee dispute via the Console within 60 days after Customer's account is charged. The foregoing does not waive any of Customer's rights with its credit card issuer or bank, which are subject to Customer's agreement with such entity. Any Fee adjustments, credits or refunds are at the discretion of DataStax.

4.1.6. Delinquencies. For DataStax Console registered Customers, if a Customer's credit card expires or is cancelled or the charge is otherwise denied, DataStax will attempt to reprocess the charges. Customer is responsible for updating its credit card or bank information to ensure payment can be made. Any late payments will accrue late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

4.1.7. Third-Party Marketplace Billing Changes. If a Third-Party Marketplace registered Customer makes certain changes to Customer's billing account details, such Third-Party Marketplace may require DataStax to suspend or terminate Customer's access to the Cloud Services. In such situations, DataStax will contact Customer at Customer's Third-Party Marketplace registered email address and request that Customer confirm that Customer's account and Database(s) should remain active. In order to avoid termination of Customer's Database and loss of Customer Data, Customer must make a timely response to DataStax confirming that Customer's Database(s) should remain active. If Customer does not respond to the DataStax email with a confirmation within 72-hours, Customer's Database(s) will be temporarily moved to Parked status. If Customer still does not respond with a confirmation within 48 hours after the Database is Parked, Customer's account will be suspended, and Customer's Database(s) and all Customer Data contained therein will be deleted, subject to the existing DataStax Data Retention Policy.

4.2 The following sections shall apply if Customer is licensing Astra through a separate ordering document executed between DataStax and Customer or through a pre-pay offer in a Third-Party Marketplace.

4.2.1 Fees. Customer will pay all fees and any applicable Taxes (the "Order Schedule Fees") as specified in the Order Schedule or a Third-Party Marketplace order. In addition, should Customer exceed the available Cloud Services credit as procured via an Order Schedule or Third-Party Marketplace Order, Customer will be invoiced based on Customer's metered

consumption of the Cloud Services as further set forth in Section 4.3 (the “Metered Fee”) and for any Additional Fees. If the due date is not otherwise specified in the Order Schedule, all Fees are due 30 days from the invoice date (“Due Date”). Unless the parties otherwise agree in writing, all Fees are non-refundable, assessed in U.S. dollars and shall be paid without setoff or deduction. Unless otherwise agreed in the Order Schedule or Third-Party Marketplace order, Cloud Services credits shall expire within 365 days from the Order Schedule Effective Date, or if there is no Order Schedule then 365 days from order registration within the applicable Third-Party Marketplace by Customer. For the avoidance of doubt, under an Order Schedule or Third-Party Marketplace order, Customer is purchasing Astra Capacity Units that are applied as Cloud Services credit, and not a subscription term to DataStax Astra. For DataStax Astra Customers who register through a Third-Party Marketplace, Fees will be processed by the Third-Party Marketplace, subject to Customer’s agreement with such Third-Party Marketplace.

4.2.2 Support Fees If Customer elects to purchase a premium level of Support, Customer will pay all fees and any applicable Tax as specified in the Order Schedule or Third-Party Marketplace order for such support (the “Support Fees”). The Support Fees are charged as a percentage of the Order Schedule Fees for the Cloud Services credits in an Order Schedule or Third-Party Marketplace order. If Customer exceeds the available Cloud Services credits as procured via an Order Schedule or Third-Party Marketplace order, Customer will be invoiced additional Support Fees as a percentage of the Metered Fee at the rate as set forth in the Order Schedule or Third-Party Marketplace order.

4.2.3 Recurring Charges. Metered Fees, Support Fees and Additional Fees for the Cloud Services are invoiced and charged based on Customer’s actual usage above those prepaid in an Order Schedule. DataStax will automatically invoice for the Metered Fees and Support Fees associated with Customer’s usage during the prior calendar month (or other applicable period). Metered Fees are based on the pricing table available in the Console. Customer’s account details within the Console will provide Customer’s current balance.

4.2.3.1. Third-Party Marketplace Registered Users. For DataStax Astra Customers who register through a Third-Party Marketplace, Customer’s account with such Third-Party Marketplace will be charged the Metered Fees, Support Fees and Additional Fees associated with Customer’s usage in excess of the available Cloud Services credit during the prior calendar month (or other applicable period as determined by the Third-Party Marketplace). These recurring charges are based on the pricing table available on the Third-Party Marketplace. Customer’s account details within the Console will provide Customer’s current balance. Recurring charges will be made at least monthly in any month where Metered Fees, Support Fees and Additional Fees are incurred.

4.2.4 Taxes. Customer is responsible for any duties, customs fees, or taxes (other than DataStax’s income tax) associated with Customer’s use of the Cloud Services or Additional Services, including any related penalties or interest (“Taxes”). Customer must pay the listed Fees without deduction for Taxes. If Customer is required by applicable law to withhold any amount from any payments then Customer must notify DataStax and pay DataStax the stated Fees as if no withholding were required, and shall remit the withholding to the appropriate governmental

authorities on behalf of DataStax, with a copy of the tax receipt or certificate forwarded to DataStax.

4.2.5 Disputes. Customer is responsible for reviewing Customer usage and Fee data within the Console. If Customer disputes or has any questions about Customer's usage or Fees, Customer should contact Support via the Console. To the fullest extent permitted by applicable law, Customer waives any and all claims relating to the Fees unless Customer submits a Fee dispute via the Console within 60 days after Customer's account is charged. The foregoing does not waive any of Customer's rights with its credit card issuer or bank, which are subject to Customer's agreement with such entity. Any Fee adjustments, credits or refunds are at the discretion of DataStax.

4.2.6 Delinquencies. Any late payments will accrue late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower. If Customer does not make payment to DataStax by the Due Date, Customer's Database(s) will be temporarily moved to Parked status. If Customer still does not respond with a confirmation within 48 hours after the Database is Parked, Customer's account will be suspended, and Customer's Database(s) and all Customer Data contained therein will be deleted, subject to the existing DataStax Data Retention Policy.

4.2.7 Third-Party Marketplace Billing Changes. If a Third-Party Marketplace registered Customer makes certain changes to Customer's billing account details, such Third-Party Marketplace may require DataStax to suspend or terminate Customer's access to the Cloud Services. In such situations, DataStax will contact Customer at Customer's Third-Party Marketplace registered email address and request that Customer confirm that Customer's account and Database(s) should remain active. In order to avoid termination of Customer's Database and loss of Customer Data, Customer must make a timely response to DataStax confirming that Customer's Database(s) should remain active. If Customer does not respond to the DataStax email with a confirmation within 72-hours, Customer's Database(s) will be temporarily moved to Parked status. If Customer still does not respond with a confirmation within 48 hours after the Database is Parked, Customer's account will be suspended, and Customer's Database(s) and all Customer Data contained therein will be deleted, subject to the existing DataStax Data Retention Policy.

5. Proprietary Rights

5.1. Proprietary Rights. The Cloud Services, Software, Documentation and Console are licensed, not sold. As between the parties, all intellectual property rights in the Cloud Services, Software, Documentation and Console shall remain with DataStax or its licensors.

5.2. Federal Agency Users. The Software was developed solely at private expense and is commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulation and agency supplements thereto.

5.3. Feedback. If Customer provides any suggestions or feedback regarding the Software, Console, Support, and/or Cloud Services, DataStax may use such information without obligation

to Customer, and Customer hereby irrevocably assigns to DataStax all right, title, and interest in that feedback or those suggestions.

6. Account Data and Customer Data

6.1. Account Data. In connection with its provision of the Cloud Services, including for billing, usage reporting, and account provisioning purposes, DataStax may access, process, copy, archive, store, or otherwise modify Customer's Account Data. Customer hereby grants DataStax the necessary rights for such access and modifications to the Account Data. DataStax may use aggregated and de-identified versions of the Account Data for its internal business purposes.

6.2. Customer Data. As between DataStax and Customer, all title and intellectual property rights in and to the Customer Data is owned exclusively by Customer. In connection with its provision of the Cloud Services, DataStax may access, process, copy, archive, or store the Customer Data. Customer hereby grants DataStax the necessary rights for such access to the Customer Data. DataStax may use aggregated and de-identified versions of the Customer Data for its internal business purposes.

6.3. DataStax Security Program. DataStax is subject to its own set of regulatory, contractual, and legal obligations. As a consequence of those obligations DataStax operates a security assurance program, the details of which are available at www.datastax.com/products/datastax-security-assurance. Upon request customers and prospective customers may inquire on the details of that program. The Customer should evaluate the DataStax security program and determine if their data can be stored in the Cloud Services.

6.4. Data Restrictions. Customer agrees that: (i) DataStax is not acting on Customer's behalf as a Business Associate or subcontractor; (ii) the Cloud Services should not be used to store, maintain, process or transmit protected health information ("PHI") or payment cardholder information; (iii) the Cloud Services should not be used in any manner that would require DataStax, the Software, or the Cloud Services to be compliant with the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented ("HIPAA") or Payment Card Industry Data Security Standard requirements; (iv) to the extent required under applicable law, Customer will obtain any consents from Customer's end users that are required for Customer to pass the Customer Data to DataStax in order for DataStax to provide the Cloud Services. In the preceding sentence, the terms "Business Associate," "subcontractor," "protected health information" or "PHI" shall have the meanings described in HIPAA.

6.5. Privacy and Data Processing Policies. With respect to any Customer Personal Data processed by DataStax, and insofar as DataStax has access to such Customer Personal Data, DataStax shall comply with the DataStax Products Processing Policy, available at <https://www.datastax.com/legal/datastax-products-DPA>. With respect to any Customer Personal Data obtained by DataStax as a controller, DataStax shall comply with the DataStax Privacy Policy, available at <https://www.datastax.com/legal/datastax-website-privacy-policy>. The DataStax Products Processing Policy and the DataStax Privacy Policy are collectively the

“Privacy and Data Processing Policies”, each as may be updated or amended from time to time and which are incorporated into this Agreement.

6.6. Auto-Deletion for Free Tier. For any Free Compute Tier Database, DataStax reserves the right to delete any Database and all Customer Data contained therein if Customer has not accessed the Database or Console for a period of 30 days. Such Customer Data will be subject to the existing DataStax Data Retention Policy. Such Customer Data will be subject to the DataStax Data Retention Policy.

7. Suspension and Termination

7.1. Agreement Term. This Agreement will begin on the date Customer accepts the Agreement and continue until the date on which the Agreement is terminated as specified herein.

7.2. Termination or Suspension for Breach. DataStax may suspend or terminate this Agreement, Customer’s account and/or Customer’s access to the Cloud Services, Console, Support, and/or Additional Services without prior notice if: (i) if Customer is in material breach of the Agreement including but not limited to if Customer is in breach of its obligations under Section 3.4; or if Customer breaches its payment obligations under Section 4; (ii) if DataStax reasonably determines that the Customer Data or Customer’s use of the Cloud Services are fraudulent, violate or are likely to violate applicable laws or the terms of this Agreement, or otherwise may expose DataStax or its partners to liability to third parties; (iii) Customer has ceased to operate in the ordinary course, make an assignment for the benefit of creditors or similar disposition of Customer’s assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution proceeding.

7.3. Effect of Suspension or Termination. If the Cloud Services, Support or Additional Services are suspended then: (i) all Fees owed by Customer are immediately due upon receipt of invoice; and (ii) Customer's right to use and access the Cloud Services will be immediately suspended and/or provision of Support and Additional Services will be immediately suspended. Any exercise of right of suspension shall be without prejudice to DataStax's right of termination, and DataStax will only lift any suspension once it is satisfied that the issue which led to the suspension has been resolved to its satisfaction.

If the Agreement expires or is terminated, then: (1) the rights granted by one party to the other will immediately cease; provided, however, that DataStax may continue to access Customer’s Cloud Services and the Customer Data stored therein if deemed necessary by the parties; (2) all Fees owed by Customer are immediately due upon receipt of the final invoice; (3) Customer will immediately cease any and all access to the Cloud Services, Console, and Support; and (4) upon request, each party will use commercially reasonable efforts to return or destroy all Confidential Information of the other party.

8. Confidentiality

8.1. Confidentiality Obligation. During the term of this Agreement, both parties agree that: (1) Confidential Information will be used only in accordance with the terms and conditions of this

Agreement; (2) each will use the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care; and (3) the Confidential Information may be disclosed only to (a) employees, agents and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement; and (b) comply with a legal requirement or process, including, but not limited to, civil and criminal subpoenas, court orders or other compulsory disclosures inside or outside of the United States. DataStax may use Customer Data for internal business purposes only, including providing the Cloud Services and Support, and improving, testing and providing the DataStax products and services. "Confidential Information" means any information designated as confidential orally or in writing by either party, or any information that the receiving party knows, or has reason to know, is confidential or proprietary based upon its treatment by the disclosing party. Confidential Information does not include (a) information submitted by Customer via a support ticket or other type of support request; or (b) usage data derived by DataStax from Customer's use of the Cloud Services provided that such data is anonymized and aggregated.

8.2. Exclusions. This Agreement imposes no obligation with respect to information that: (1) is a part of or enters into the public domain; (2) was already in the recipient's possession prior to the date of disclosure other than by breach of this Agreement; (3) is rightfully received from a third party without any duty of confidentiality; or (4) is independently developed without reference to the Confidential Information of the disclosing party.

8.3. Publicity. DataStax may identify Customer as a customer of the DataStax Cloud Services, provided that any such statements shall conform with any trademark use guidelines provided by Customer. Each party must obtain the other party's advance consent to any press release relating to the Customer's use of the Cloud Services.

9. Warranties

9.1. Mutual Warranties. Each party represents and warrants that: (i) it has the legal power to enter into and perform under this Agreement; (ii) its signatory to this Agreement is 18 years of age or older; and (iii) it will comply with all laws and regulations applicable to its performance hereunder (in the case of DataStax) or applicable to its use of the Cloud Services or Additional Services (in the case of Customer).

9.2. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 9, NEITHER DATASTAX NOR ITS SUPPLIERS PROVIDE ANY OTHER WARRANTIES REGARDING THE CLOUD SERVICES, CONSOLE, SOFTWARE, HOSTING PROVIDER, DOCUMENTATION, OR SUPPORT, AND TO THE FULLEST EXTENT PERMITTED BY LAW DATASTAX DISCLAIMS ALL OTHER WARRANTIES, TERMS AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ANY WARRANTIES, TERMS AND CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM

DATASTAX OR ELSEWHERE WILL CREATE ANY WARRANTY, TERM OR CONDITION UNLESS EXPRESSLY STATED IN THIS AGREEMENT. THE SOFTWARE AND CLOUD SERVICES ARE NOT DESIGNED OR INTENDED FOR HIGH RISK ACTIVITIES. THE CLOUD SERVICES, CONSOLE, SOFTWARE, HOSTING PROVIDER AND SUPPORT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. DATASTAX EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT CUSTOMER’S USE OF THE CLOUD SERVICES, CONSOLE, SOFTWARE, HOSTING PROVIDER, AND/OR SUPPORT WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE CLOUD SERVICES, CONSOLE, SOFTWARE, HOSTING PROVIDER, SUPPORT OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER’S PURPOSES.

9.3. Customer Data Warranty. Customer warrants that it has obtained any necessary consents that are required for Customer to provide the Customer Data to DataStax and grant the rights to DataStax specified herein. Customer further warrants that the Customer Data and Customer’s transfer of the Customer Data to DataStax complies with all applicable laws and do not violate the intellectual property or privacy rights of any third party.

9.4 Cloud Service Warranty. For a paid Compute Tier, DataStax warrants that the Cloud Services will perform in material conformance with its published Documentation. If the Cloud Services fail to conform to the foregoing warranty, as Customer’s sole and exclusive remedy for such failure, DataStax will seek to remedy such issues as provided in the Support Terms, or, at DataStax’s option, terminate the Agreement on notice in writing to Customer. For the Free Compute Tier, to the fullest extent permitted by applicable law, DataStax provides the Cloud Services “AS IS” and without any warranties.

9.5 Support and Additional Services Warranty. DataStax warrants that it will perform Support and any Additional Services with reasonable care and skill and consistent with standards generally observed for services of a substantially similar nature. If Support or any Additional Services fail to conform to the foregoing warranty, as Customer’s sole and exclusive remedy for such failure, DataStax will promptly attempt to re-perform Support or the applicable Additional Services within 30 days or such longer period as agreed to by the parties in writing, or, in respect of Additional Services, at DataStax’s option refund any Additional Fees which Customer has previously paid for the applicable affected Additional Services.

10. Indemnity

10.1 Customer Indemnity. Customer shall defend or settle at its sole expense any claim brought against DataStax, its directors, officers, or employees by a third party arising out of: (i) Customer’s use of or access to the Cloud Services, Software, Support, Console or Cloud Provider; (ii) any breach by Customer of any term or condition of this Agreement, including without limitation, any breach of Sections 2.6 (Registration), 3.4 (Acceptable Use), 6 (Account Data and Customer Data), 8 (Confidential Information); and 9.3 (Customer Data Warranty); (iii)

any negligent, willful or unlawful conduct by Customer or its agents; and/or (iv) any violation of third party rights (including without limitation any intellectual property rights or privacy rights) arising out of or relating to the Customer Data.

10.2 DataStax Indemnity. DataStax shall defend or settle at its sole expense any claim brought against Customer, its directors, officers, or employees by a third party alleging that the Cloud Services as delivered by DataStax infringes or misappropriates any patent, copyright, or trade secret of a third party. The indemnity provided by DataStax under this Agreement does not extend to claims arising from or relating to: (1) use of the Cloud Services with the Free Compute Tier; (2) modifications to the Cloud Services not provided by or approved in writing by DataStax; (3) use of the Cloud Services in combination with any data, software, or hardware not provided by DataStax to the extent the alleged infringement would not have occurred without the combination; (4) Third Party Software; or (5) allegedly infringing activities that continue after DataStax has informed Customer in writing of and made available to Customer at no additional charge a substantially similar version of the Cloud Services that would have avoided the alleged infringement.

10.3 Indemnification Obligations. The indemnified party shall (1) provide the indemnifying party prompt written notice of any claim; (2) give indemnifying party sole control of the defense and settlement of the claim but may not settle any claim unless such settlement fully releases the indemnified party from any liability; and (3) provide all reasonable assistance in connection with the claim.

10.4 Injunctions. If Customer's rights to use the Cloud Services are, or in DataStax's opinion could be, enjoined due to an indemnified claim, then DataStax may, at its sole option and expense: (1) procure for Customer the right to continue using the Cloud Services according to the terms of this Agreement, (2) modify the Cloud Services such that it operates with materially equivalent functionality without infringing or misappropriation, or (3) if neither of the foregoing options is commercially reasonable, terminate the Cloud Services and refund any unused portion of any Order Schedule Fees or Additional Fees.

10.5 Remedy. This section states Customer's sole and exclusive remedy with respect to claims of infringement of third party proprietary rights of any kind and is subject to the terms of the section titled "Limitation of Liability."

11. Limitation of Liability

To the fullest extent permitted by applicable law, in no event shall DataStax or its suppliers be liable for damages other than direct damages, including the cost of procurement of substitute goods or technology, loss of profits, or for any special, consequential, incidental, punitive or indirect damages on any theory of liability, whether in statute, contract, tort (including negligence), strict liability, indemnity or otherwise, even if advised of the possibility of such damages.

To the fullest extent permitted by applicable law, in no event shall the total liability of DataStax to Customer under this Agreement exceed the total amounts paid by Customer to DataStax

under this Agreement during the 12 months prior to the date the claim arises. The liability limitations in this paragraph (and otherwise in the Agreement) do not limit or exclude damages for bodily injury or death or other damages that under applicable law cannot lawfully be limited or excluded.

12. Insurance

During the term of this Agreement, DataStax will maintain at least the following levels of insurance coverage: (1) general commercial liability of \$1 million per occurrence, \$2 million aggregate for bodily injury and property damage; (2) automotive, hired and non-owned liability of \$1 million for bodily injury and property damage; (3) errors and omissions of \$2 million per claim and aggregate limit; and (4) workers' compensation meeting statutory limits.

13. Miscellaneous

13.1. Assignment. The Agreement may not be assigned by either party by operation of law or otherwise, without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Schedules), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or the sale of all or substantially all of the assets of the business to which the Agreement relates. Any such assignment shall be effective upon payment of all amounts then due. DataStax shall be entitled to subcontract any of its obligations under the Agreement, in which case DataStax shall remain responsible for any breach of the Agreement which is as a result of the acts or omissions of a subcontractor.

13.2. Conflicting Terms. If there is a conflict among the documents that make up this Agreement, the documents will control in the following order: any applicable ordering document, these Astra Terms, and the terms located at any exhibit or URL referenced in these Astra Terms.

13.3. Entire Agreement. This Agreement sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into this Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in this Agreement. The terms located at a URL referenced in this Agreement are hereby incorporated by this reference. After the Effective Date, DataStax may provide the Customer with an updated URL in place of any URL in this Agreement. Customer agrees that its purchase of the Cloud Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by DataStax, including any roadmaps or target release dates, with respect to future functionality or features.

13.4. Export Controls. Customer agrees to comply with all export and re-export restrictions and regulations of the Department of Commerce and any other United States or foreign agencies and authorities in connection with Customer's use of the Cloud Services and Support, and any

underlying Software or technology. In particular, but without limitation, the Cloud Services and the Software may not, in violation of any laws, be accessed, exported or re-exported: (1) in/into any U.S. embargoed country; or (2) by/to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. Customer represents and warrants that Customer and its Affiliates are not located in, under the control of, or a national or resident of any such country or on any such list.

13.5. Force Majeure. Neither party will be liable for failure or delay in its performance under this Agreement to the extent caused by circumstances beyond its reasonable control. DataStax reserves the right to suspend the Cloud Services and/or the provision of Support to comply with applicable laws.

13.6. Governing Law. This Agreement is to be construed in accordance with and governed by the internal laws of the State of California without regard to its conflict of laws principles, and each party hereby consents to the jurisdiction of the federal or state courts of Santa Clara County, California, USA. Each party hereby waives any right to jury trial in any litigation in any way arising out of or related to this Agreement.

13.7. Independent Contractors. This Agreement will not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties; the parties will at all times be and remain independent contractors.

13.8. No Third-Party Beneficiaries. This Agreement does not confer any benefits on any third party unless it expressly states that it does.

13.9. Notices. Other than where it is stated in these Astra Terms that notice can be given within the Console, all notices must be given in writing and sent by email. In the case of notices given by DataStax these shall be sent to Customer's email address as set out in the Console, and in the case of notices given by Customer these shall be addressed to legal@datastax.com. Notices given through the Console will be deemed given upon posting in the Console and notices given by email will be deemed given upon leaving the senders system.

13.10. Severability and Waiver. In the event that any provision of this Agreement (or any portion hereof) is determined by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, the provision (or portion) will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

13.11. Survival. The following sections will survive any expiration or termination of this Agreement: Sections 4 (Payment), 3.4 (Acceptable Use), 6.4 (Data Restrictions), 5 (Proprietary Rights), 7.3 (Effect of Termination), 8 (Confidentiality), 10.1 (Customer Indemnification), 11 (Limitation of Liability), and 13 (Miscellaneous).

13.12. Updates. DataStax may update or amend to these Astra Terms from time to time. It is important that Customer checks for any updates or amendments on a regular basis. DataStax will post the updated or amended version of the Astra Terms at <https://www.datastax.com/legal/datastax-astra-terms>, as well as provide Customer with notice within the Console when there are any substantive updates. Such updates or amendments shall apply from when the updated or amended Astra Terms are posted and any further use of or access to the Cloud Services shall be subject to the updated or amended version of the Astra Terms. Except as expressly provided in these Astra Terms, no modification of the Agreement will be effective unless contained in writing and signed by an authorized representative of each party.

The following terms shall apply if Customer is an EU individual consumer.

14.1 Limitation of Liability. Notwithstanding the terms in Section 11, where Customer is a consumer, in no event shall DataStax be liable for any loss which is not foreseeable or for any business losses such as loss of profit, loss of business or loss of contracts on any theory of liability, whether in statute, contract, tort (including negligence), strict liability, indemnity or otherwise, even if advised of the possibility of such damages. The liability limitations and exclusions in this Section 11 (and otherwise in the Agreement) do not limit or exclude damages for personal injury or death caused by negligence, fraud or other damages that under applicable law cannot lawfully be limited or excluded.

14.2 Governing Law. This Agreement is to be construed in accordance with and governed by the laws of England without regard to its conflict of laws principles, and each party hereby consents to the jurisdiction of the courts of England and Wales. Each party hereby waives any right to jury trial in any litigation in any way arising out of or related to this Agreement.

Where Customer is a consumer, Customer shall also be entitled to commence proceedings in their local courts.