



NOT FOR EDITING

Effective Date: April 10, 2026

CLICKHOUSE BYOC ADDENDUM

This **ClickHouse BYOC Addendum** (“**Addendum**”) IS INCORPORATED INTO THE CLICKHOUSE GENERAL TERMS AND CONDITIONS OR OTHER APPLICABLE AGREEMENT BETWEEN CLICKHOUSE AND CUSTOMER AND GOVERNS CUSTOMER’S USE OF CLICKHOUSE BYOC. THIS ADDENDUM BECOMES EFFECTIVE UPON THE EARLIER OF YOUR ACCEPTANCE OF THE AGREEMENT OR THE DATE YOU START USING CLICKHOUSE BYOC (“**ADDENDUM EFFECTIVE DATE**”).

EXCEPT AS OTHERWISE MODIFIED IN THIS ADDENDUM, ALL OTHER TERMS AND CONDITIONS OF THE GENERAL TERMS WILL REMAIN IN FULL FORCE AND EFFECT. ALL CAPITALIZED TERMS NOT DEFINED IN THIS ADDENDUM WILL HAVE THE MEANING GIVEN TO THEM IN THE GENERAL TERMS. ON AND AFTER THE ADDENDUM EFFECTIVE DATE, ANY REFERENCE TO THE AGREEMENT MEANS THE AGREEMENT AS MODIFIED BY THIS ADDENDUM. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THIS ADDENDUM AND THE TERMS OF THE AGREEMENT LESS THIS ADDENDUM, THE TERMS OF THIS ADDENDUM WILL PREVAIL FOR THE PURPOSES OF CLICKHOUSE BYOC.

1 **ADDITIONAL DEFINITIONS.** The following definitions will apply to this Product Addendum, where applicable:

- 1.1 “**Acceptable Use Policy**” means ClickHouse’s acceptable use policy located at: <https://clickhouse.com/legal/agreements/acceptable-use-policy>.
- 1.2 “**BYOC Credit**” means a unit of credit toward Customer’s usage of ClickHouse BYOC equal to one (1) US dollar, to be applied based on ClickHouse’s then-current published price list.
- 1.3 “**ClickHouse Cloud**” means ClickHouse’s cloud environment where the Control Plane Component is deployed.
- 1.4 “**ClickHouse BYOC**” means ClickHouse’s Bring Your Own Cloud service.
- 1.5 “**Control Plane Component**” means that part of ClickHouse BYOC deployed in ClickHouse Cloud that is responsible for managing, governing, and orchestrating resources and policies of ClickHouse BYOC.
- 1.6 “**Customer Cloud**” means Customer’s account with a cloud provider into which the Data Plane Component is deployed.
- 1.7 “**Data Plane Component**” means that part of ClickHouse BYOC that handles the actual processing, analysis, and storage of Content, and which includes certain software designed to assist ClickHouse in the support of Customer’s use of ClickHouse BYOC.
- 1.8 “**Data Processing Agreement**” or “**DPA**” means the ClickHouse Customer Data Processing Addendum located at: <https://clickhouse.com/legal/agreements/data-processing-addendum/>, or, where applicable, any DPA signed by the parties and attached as an Exhibit hereto.

2 **CLICKHOUSE PROVISION AND CUSTOMER USE OF CLICKHOUSE BYOC**

- 2.1 Provision of ClickHouse BYOC. During an applicable Order Form Term, and subject to the terms and conditions of the Agreement, ClickHouse will provide to Customer, and Customer is hereby granted the right to access and use ClickHouse BYOC.
- 2.2 Data Plane Component. Subject to the terms and conditions of the Agreement, ClickHouse grants Customer the limited, non-exclusive, non-transferable, and non-sublicensable right during the Order Form Term to deploy and use the Data Plane Component in the Customer Cloud, solely as part of, and in connection with Customer’s use of, ClickHouse BYOC, and for no other purpose. In addition, Customer understands and agrees that in order for ClickHouse BYOC to operate, the Data Plane Component deployed in the Customer Cloud will be managed via API by the Control Plane Component resident in ClickHouse Cloud.
- 2.3 Maintenance and Update Window for Data Plane Component. Customer must select, using the ClickHouse BYOC dashboard, its preferred window for ClickHouse to perform maintenance on, and to provide updates to, the Data Plane Component deployed in the Customer Cloud.
- 2.4 Suspension. ClickHouse may suspend Customer’s access to ClickHouse BYOC if (i) undisputed amounts owed to ClickHouse by Customer or Reseller are more than thirty (30) days past due, and ClickHouse has provided Customer or Reseller (as applicable) with at least ten (10) days prior written notice (email to the billing contact listed in Customer’s Account sufficient) that payment is overdue, (ii) Customer’s use of ClickHouse BYOC materially degrades the performance of ClickHouse BYOC for other customers or presents a material security risk, or risks causing material harm to ClickHouse or its other customers, (iii) Customer uses ClickHouse BYOC in violation of the applicable usage restrictions in this Agreement or this Addendum, or (iv) where ClickHouse is required to do so by applicable law. Notwithstanding the foregoing, ClickHouse will use its commercially reasonable efforts to provide Customer with reasonable prior written notice (email to the billing contact above sufficient) of any suspension, work diligently with Customer to resolve the underlying issue, and restore Customer’s access to ClickHouse BYOC promptly following resolution of the underlying issue.
- 2.5 Customer’s Use of ClickHouse BYOC.
 - 2.5.1 *Customer Cloud Account.* In addition to an Account, Customer must also obtain a Customer Cloud account in which the Data Plane Component will be deployed. Customer is solely responsible for obtaining such Customer Cloud account, for maintaining the security of such Customer Cloud account and for any and all costs associated with the use and operation of such Customer Cloud account.
 - 2.5.2 *Additional Restrictions on Use.* Customer shall not use ClickHouse BYOC in violation of the Acceptable Use Policy.

2.5.3 *Customer Obligations Upon Expiration or Termination.* Upon the expiration or termination of the applicable Order Form for the provision of ClickHouse BYOC, Customer shall promptly and irrevocably delete all copies of the Data Plane Component that it has deployed hereunder.

2.5.4 *Usage Data.* ClickHouse collects tracking and operational data related to Customer's use of ClickHouse BYOC, including query logs, metadata (object definitions and properties) and feature usage information ("Usage Data"). For the avoidance of doubt, Usage Data does not include any Confidential Information (including Content) of Customer, and will not be shared with third parties (excluding ClickHouse Affiliates, contractors and service providers) in a form that identifies Customer or an individual. ClickHouse owns all right, title and interest in and to Usage Data, which it reproduces, uses, modifies and adapts to provide, maintain, protect, improve, support, and bill for Customer's use of ClickHouse BYOC.

3 BYOC CREDIT PURCHASES

3.1 Purchase and Use of BYOC Credits. Customer's use of ClickHouse BYOC will be charged against available BYOC Credits that have been purchased by Customer. Fees for use of the BYOC outside an Order Form Term will be billed to Customer monthly in arrears at then-current rates.

3.2 *Overconsumption.* Where Customer has used all BYOC Credits under an applicable Order Form prior to the end of the Order Form Term, Customer may purchase additional BYOC Credits under a new Order Form. In the event that prior to the end of an Order Form Term Customer uses the ClickHouse BYOC in excess of BYOC Credits purchased under the applicable Order Form, Customer will be charged list price of one (1) US Dollar per BYOC Credit, and Customer will be billed for such usage monthly in arrears, provided that ClickHouse may bill Customer more frequently for fees accrued if ClickHouse reasonably believes there is a risk of non-payment.

3.2.1 *Underconsumption.* Unused BYOC Credits purchased under an Order Form expire at the end of an applicable Order Form Term, unless Customer enters into a new Order Form prior to the expiration of the applicable Order Form Term with an annual committed spend amount that is equal to or greater than the prior Order Form, in which case such BYOC Credits will be rolled over to such new Order Form.

3.3 BYOC Credits. BYOC Credits may only be used with ClickHouse BYOC, and may not be exchanged for any other type of credit ClickHouse may offer or redeemed for use with other products and services.

4 DATA PROCESSING

4.1 Data Processing. The parties agree to comply with the DPA.