NOT FOR EDITING

Effective Date: November 24, 2026

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CLICKHOUSE GENERAL TERMS AND CONDITIONS

THESE **CLICKHOUSE GENERAL TERMS AND CONDITIONS** ("**GENERAL TERMS**") ARE PART OF A LEGAL CONTRACT BETWEEN CLICKHOUSE, INC. ("**CLICKHOUSE**", "**WE**" OR "**US**") AND PERSONS OR ENTITIES ("**CUSTOMER**" OR "**YOU**") SEEKING TO ACCESS AND/OR USE A CLICKHOUSE PRODUCT. THE TERMS, TOGETHER WITH ANY PRODUCT ADDENDUM AND APPLICABLE ORDER FORM, AS WELL AS POLICIES AND DOCUMENTS LOCATED AT URLS REFERENCED HEREIN, ALL OF WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE, PROVIDE ALL OF THE TERMS AND CONDITIONS INCLUDED IN A LEGALLY BINDING CONTRACT BETWEEN YOU AND CLICKHOUSE ("**AGREEMENT**"), WHICH BECOMES EFFECTIVE UPON THE EARLIER OF YOUR ACCEPTANCE OF THE AGREEMENT OR THE DATE YOU START USING THE PRODUCT ("**EFFECTIVE DATE**"). IF YOU ACCESS OR USE A PRODUCT ON BEHALF OF AN ENTITY, YOU HEREBY REPRESENT AND WARRANT TO CLICKHOUSE THAT YOU HAVE THE ACTUAL AUTHORITY TO BIND SUCH ENTITY TO THE AGREEMENT.

IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS IN THE AGREEMENT, YOU SHOULD NOT ACCESS OR USE THE PRODUCT. BY ACCESSING OR USING THE PRODUCT, YOU IRREVOCABLY AGREE TO ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT. NOTWITHSTANDING THE FOREGOING, ANY WRITTEN AGREEMENT CURRENTLY IN EFFECT BETWEEN CLICKHOUSE AND YOU, OR AN ENTITY ON WHOSE BEHALF YOU ARE ACTING, THE TERMS OF WHICH ADDRESS YOUR USE OF AN APPLICABLE PRODUCT, SHALL GOVERN YOUR USE OF SUCH PRODUCT IN LIEU OF THIS AGREEMENT.

1 PROVISION AND CUSTOMER USE OF PRODUCTS

1.1 Provision of Products.

1.1.1 *Compliance with Law*. ClickHouse will provide each Product in accordance with laws and regulations that are directly applicable to its provision of each Product.

1.1.2 *Authorized Users*. Customer's agents, Affiliates and contractors ("**Authorized Users**") are also permitted to use the Product as permitted under the Agreement during the applicable Order Form Term, provided that such use must be solely for the benefit of Customer, and Customer shall be responsible for all acts and omissions of Authorized Users.

1.2 Trials. ClickHouse may, in its sole discretion, provide Customer with a free trial of a Product subject to the terms of this Agreement. Such trial shall be for Customer's non-production, evaluation purposes only and shall end until the earliest of (a) the end of the free trial period, (b) the start date of any Order Form Term for the applicable Products, or (c) termination by ClickHouse in its sole discretion.

1.3 Customer Obligations.

1.3.1 *Customer Account*. To use a Product or Support Services, Customer may be required to register for a ClickHouse Cloud account ("**Account**"). Subject to the security obligations of ClickHouse set forth in Section 5.1 of the Agreement, Customer is responsible for maintaining the security of Customer's Account (including, but not limited to, login credentials and the correct configuration of access control lists), and remains fully responsible for all acts and omissions that occur under Customer's Account. Customer agrees to promptly notify ClickHouse of any unauthorized use of its Account, or any other breaches of security related to Customer's Account, of which Customer becomes aware.

1.3.2 *General Restrictions on Use*. Customer shall not: (i) modify, make derivative works of, disassemble, decompile or reverse engineer any Product or any component thereof (except to the extent expressly permitted by applicable law); (ii) access or use, or allow any other party to access or use, any Product for purposes of monitoring its availability or functionality for the purpose of designing and/or developing, in part or in whole, any competitive products or services; (iii) except for Authorized Users, make access to any Product available to any third party; (iv) sell, resell, rent, lease, offer any time sharing arrangement, service bureau or any service based upon, any Product; (v) use any Product to store or process any classified information (i.e., information given a security classification by a government body and protected against unauthorized disclosure under applicable law) or data subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State; (vi) use any Product for High Risk Activities; or (vii) otherwise use any Product in violation of applicable law. Additional restrictions specific to a Product are set forth in the applicable Product Addendum.

2 ORDERS; PAYMENT; TAXES AND DISPUTES

2.1 Pay as You Go. Provided that Customer has supplied ClickHouse with a supported, valid payment method, Customer may use certain Products on a "pay as you go" basis, for which Customer will be billed monthly in arrears at the then-prevailing rates for use of the applicable tier of the Product, provided that ClickHouse may bill Customer more frequently for fees accrued if ClickHouse believes there is a risk of non-payment or that Customer's Account may be fraudulent.

2.2 Orders. As an alternative to using certain Products on a "pay as you go" basis as set forth in Section 2.1 above, Customer may purchase Entitlements in advance. Except as set forth in Section 2.6 below, Customer may place orders for Entitlements through (i) the execution of one or more Order Forms with ClickHouse, or (ii) issuance by Customer of a Qualifying PO, which will be deemed to constitute, for the purposes of this Agreement, the execution by Customer of the Order Form referenced in the applicable Qualifying PO.

2.3 Payment. ClickHouse will invoice Customer for the fees due under each Order Form or otherwise under this Agreement and, subject to Section 2.5 below, Customer will pay such fees within thirty (30) days after receipt of an applicable invoice. All invoices will be paid in U.S. dollars. Payments will be made without right of set-off or chargeback. Except as otherwise expressly provided in this Agreement, any and all payments made by Customer pursuant to this Agreement or any Order Form are non-refundable, and all commitments to make any payments hereunder or under any Order Form are non-cancellable.

2.4 Taxes. All fees stated on an Order Form are exclusive of any applicable sales, use, value added and excise taxes levied upon the delivery or use of the taxable components, if any, of any transactions under this Agreement (collectively, "**Taxes**"). Taxes do not include any taxes on the net income of ClickHouse or any of its Affiliates. Unless Customer provides ClickHouse a valid state sales/use/excise tax exemption certificate or Direct Pay Permit and provided that ClickHouse separately states any such taxes in the applicable invoice, Customer will pay and be solely responsible for all Taxes. If Customer is required by any foreign governmental authority to deduct or withhold any portion of the amount invoiced for the delivery or use of a Product under this Agreement, Customer shall increase the sum paid to ClickHouse by an amount necessary for the total payment to ClickHouse to equal the amount originally invoiced.

2.5 Payment Disputes. Customer has thirty (30) days from receipt of an invoice from ClickHouse to dispute such invoice by providing written notice to ClickHouse stating the good faith basis for such dispute, and ClickHouse agrees not to exercise its contractual remedies in connection with Customer's failure to pay any amount that is disputed by Customer in good faith within such thirty (30) day period. The parties agree to work in good faith to resolve any such payment dispute, provided that if any such dispute is not resolved within thirty (30) days of the receipt by ClickHouse of a dispute notice, and notwithstanding the foregoing sentence, each party shall be free to pursue any remedies available under this Agreement, in equity or at law.

2.6 Indirect Purchases.

2.6.1 *Purchases Through Resellers*. The parties agree that Customer may place orders for Entitlements through Resellers. Orders made through a Reseller, including multi-year commitments, are not subject to cancellation by Customer. Where Customer makes a purchase through a Reseller, the Reseller will enter into an Order Form with ClickHouse that references this Agreement and shows Customer as the "ship to" party and Reseller as the "bill to" party, and Reseller and Customer will enter into a separate agreement setting forth the fees to be paid by Customer to Reseller for such Entitlement, as well as any other terms or conditions that apply between them. ClickHouse hereby agrees that, subject to receiving payment from the Reseller, it shall be responsible to Customer, pursuant to the terms and conditions of this Agreement, for providing the Entitlement under any such Order Form, and Customer agrees that its use of such Entitlement shall be subject to this Agreement. Customer hereby acknowledges that ClickHouse will not be responsible for the obligations of any Reseller to Customer under such separate agreement, for the acts or omissions of Reseller, or for any third-party products or services furnished to Customer by any Reseller. For the avoidance of doubt, Sections 2.3, 2.4 and 2.5 above will be of no effect where Customer makes a purchase through a Reseller, as payment and taxes will be addressed in the agreement between Reseller and Customer.

2.6.2 *Marketplace Orders*. If Customer places an order for Entitlements through a Marketplace, Sections 2.3, 2.4 and 2.5 above will be of no effect. In such circumstances, (i) Customer will pay the Marketplace provider for the purchase and different terms will apply and (ii) the start date for the Order Form Term will be the date upon which Customer has accepted the Order Form within the Marketplace.

2.7 Purchases by Affiliates. Customer Affiliates and ClickHouse may elect to mutually execute Order Forms pursuant to this Agreement. If so, the Affiliate will be deemed a "Customer" under this Agreement, and any references to "Customer" will be deemed to refer to the Affiliate for the purposes of the Order Form, and the Affiliate will be bound by the terms of this Agreement. For the avoidance of doubt, pricing terms and conditions agreed between ClickHouse and Customer in this Agreement or an accepted Order Form will not apply to an Order Form between ClickHouse and a Customer Affiliate, unless specifically agreed.

3 SUPPORT SERVICES

Subject to the timely payment of amounts owed hereunder, ClickHouse will provide Customer with Support Services during an applicable Order Form Term for its use of each Product in accordance with the Support Services Policy. ClickHouse may modify the Support Services Policy from time to time, provided that no such modification will result in a material diminution of the overall level of support services during an applicable Order Form Term. Support Services are provided to Customer solely for Customer's internal use of such Product, and may not be used in connection with Customer's use of ClickHouse software licensed under any other license, including without limitation any open source or source available license. In addition, Customer agrees to not use the Support Services to supply any consulting, support or training services regarding any Product to any third party other than Authorized Users.

4 INTELLECTUAL PROPERTY RIGHTS

4.1 ClickHouse Product. This Agreement grants Customer the limited rights with respect to each Product expressly set forth in the applicable Product Addendum. Nothing in this Agreement shall be understood to transfer from ClickHouse to Customer any intellectual property rights, and all right, title and interest in and to each Product will remain (as between the parties) solely with ClickHouse or its third-party suppliers. The ClickHouse trademarks, service marks, graphics and logos used in connection with the Products are trademarks or registered trademarks of ClickHouse or ClickHouse's third party suppliers. Other trademarks, service marks, graphics and logos used in connection with each Product may be the trademarks of other third parties. ClickHouse grants to Customer no right or license to reproduce, or otherwise use, any ClickHouse or third-party trademarks under this Agreement.

4.2 Customer Data. As between ClickHouse and Customer, Customer owns all right, title and interest in and to the Customer Data, including all intellectual property rights therein and thereto. By submitting Customer Data to ClickHouse, Customer hereby grants ClickHouse a sublicensable (solely to ClickHouse Affiliates and sub-processors under confidentiality obligations no less protective than those in this Agreement), worldwide, royalty-free, and non-exclusive right to process the Customer Data solely for the purpose of enabling ClickHouse to provide Customer with each Product and Support Services, to prevent or address service or technical problems, or as otherwise may be required by law.

4.3 Feedback. Customer, Customer's Affiliates, and their respective agents, may volunteer feedback to ClickHouse, and/or its Affiliates, about any Product ("**Feedback**"). ClickHouse and its Affiliates shall be irrevocably entitled to use that Feedback, for any purpose and without any duty to account, provided that, in doing so, they may not breach their obligations of confidentiality under Section 6 of this Agreement. For the avoidance of doubt, Feedback shall not be deemed to include Customer's Confidential Information or Customer Data, which are, and at all times shall remain, the exclusive property of Customer.

5 SECURITY; CUSTOMER DATA; DATA PROCESSING

5.1 ClickHouse Security. ClickHouse will implement reasonable and appropriate security measures for the Product, designed to protect Customer Data against unauthorized access, modification, destruction or disclosure in accordance with the ClickHouse Security Standards. ClickHouse may modify the ClickHouse Security Standards from time to time, but will continue to provide at least the same level of security as is described in the ClickHouse Security Standards as of the Effective Date.

5.2 Malicious Code. ClickHouse will use industry standard measures designed to prevent the introduction of, and scan, detect, and delete, Malicious Code in each Product.

6 CONFIDENTIAL INFORMATION

6.1 Confidential Information. Both parties acknowledge that, in the course of performing this Agreement, they may obtain information relating to products (such as goods, services, and software) of the other party, or relating to the parties themselves, which is of a confidential and proprietary nature ("**Confidential Information**"). Confidential Information includes materials and all communications concerning ClickHouse's or Customer's business and marketing strategies, including but not limited

to employee and customer lists, customer profiles, project plans, design documents, product strategies and pricing data, research, advertising plans, leads and sources of supply, development activities, design and coding, interfaces with any Product, anything provided by either party to the other in connection with any Product and/or Support Services provided under this Agreement, including, without limitation, computer programs, technical drawings, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical plans and other information of the parties which by its nature can be reasonably expected to be proprietary and confidential, whether it is presented in oral, printed, written, graphic or photographic or other tangible form (including information received, stored or transmitted electronically) even though specific designation as Confidential Information has not been made. Confidential Information also includes any notes, summaries, analyses of the foregoing that are prepared by the receiving party. Customer Data will be deemed Confidential Information of Customer without specific designation. Each Product and Support Services is deemed Confidential Information of ClickHouse without specific designation.

6.2 Non-use and Non-disclosure. The parties shall at all times, both during the Term and thereafter, keep in trust and confidence all Confidential Information of the other party, using the same degree of care that the receiving party uses to protect its own Confidential Information of a similar nature or value, but in no event less than commercially reasonable care, and shall not use such Confidential Information other than as necessary to carry out its duties under this Agreement, nor shall either party disclose any such Confidential Information to third parties other than to Affiliates or as necessary to carry out its duties under this Agreement without the other party's prior written consent, provided that each party shall be allowed to disclose Confidential Information of the other party to the extent that such disclosure is approved in writing by such other party, or necessary to enforce its rights under this Agreement.

6.3 Non-Applicability. The obligations of confidentiality shall not apply to information which (i) has entered the public domain or is otherwise publicly available, except where such entry or availability is the result of a party's breach of this Agreement; (ii) prior to disclosure hereunder was already in the receiving party's possession without restriction as evidenced by appropriate documentation; (iii) subsequent to disclosure hereunder is obtained by the receiving party on a non-confidential basis from a third party who has the right to disclose such information; or (iv) was developed by the receiving party without any use of any of the Confidential Information as evidenced by appropriate documentation.

6.4 Terms of this Agreement. Except as required by law or governmental regulation, neither party shall disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other party, except that either party may disclose the terms of this Agreement to potential investors or acquirers, referral partners involved in an applicable transaction, accountants, attorneys and Affiliates pursuant to the terms of a non-disclosure or confidentiality agreement.

6.5 Disclosure Required by Law. Notwithstanding anything to the contrary herein, each party may disclose the other party's Confidential Information in order to comply with applicable law and/or an order from a court or other governmental body of competent jurisdiction, and, in connection with compliance with such an order only, if such party: (i) unless prohibited by law, gives the other party prior written notice to such disclosure if the time between that order and such disclosure reasonably permits or, if time does not permit, gives the other party written notice of such disclosure promptly after complying with that order and (ii) fully cooperates with the other party, at the other party's cost and expense, in seeking a protective order, or confidential treatment, or taking other measures to oppose or limit such disclosure. Each party must not release any more of the other party's Confidential Information than is, in the opinion of its counsel, reasonably necessary to comply with an applicable order.

6.6 Return of Confidential Information. Upon the termination or expiration of this Agreement, each party agrees to return or destroy the Confidential Information of the other party in its possession or under its control, provided, however, that each party may at its option retain one (1) copy of such materials or documents for archival purposes and/or retain Confidential Information that has been archived on electronic backup media, provided that such copies will remain subject to the terms and conditions of this Agreement. Notwithstanding the foregoing, the receiving party may retain any Confidential Information as required to comply with its legal, regulatory or internal record-keeping obligations.

7 REPRESENTATIONS, WARRANTIES AND DISCLAIMER OF WARRANTIES

7.1 Mutual Representations and Warranties. Each party represents and warrants to the other that: (i) it is a duly organized, validly existing, and in good standing as may be required under the laws of the jurisdiction of its organization; (ii) it has the full right, power, and authority to enter into, and perform its obligations under, this Agreement; (iii) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement and/or on an Order Form (as applicable) has been duly authorized by all necessary corporate or organizational action of such party; and (iv) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

7.2 Support Services Warranty. ClickHouse warrants that during the Order Form Term it will perform the Support Services in a professional, workmanlike manner, consistent with generally accepted industry practice, and in accordance with the Support Services Policy. In the event of a breach of the foregoing warranty, ClickHouse's sole obligation, and Customer's exclusive remedy, shall be for ClickHouse to re-perform the applicable Support Services at no additional cost to Customer.

7.3 Product Performance Warranty. ClickHouse warrants that during the applicable Order Form Term, each Product will perform in all material respects in accordance with the Documentation. In the event of a breach of the foregoing warranty, ClickHouse's sole obligation, and Customer's exclusive remedy shall be for ClickHouse to (i) correct any failure(s) of such Product to perform in all material respects in accordance with the Documentation or (ii) if ClickHouse is unable to provide such a correction within thirty (30) days of receipt of notice of the applicable non-conformity, Customer may elect to terminate the applicable Order Form and ClickHouse will promptly refund to Customer any pre-paid, unused fees paid by Customer to ClickHouse under such Order Form.

7.4 Warranty Exclusions. The warranty set forth in the foregoing Section 7.3 does not apply: (i) to any trial use of any Product, (ii) to any non-production features of any Product (as may be designated by ClickHouse from time to time), (iii) if any Product or any portion thereof has not been configured in accordance with the Documentation or has not been used in accordance with this Agreement and/or (iv) any bug, defect or error caused by or attributable to software or hardware not supplied by ClickHouse. Additionally, the warranties set forth herein only apply when notice of a warranty claim is provided to ClickHouse during the Term.

7.5 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 7.2 AND 7.3, EACH PRODUCT AND THE SUPPORT SERVICES ARE PROVIDED WITHOUT FURTHER WARRANTY OF ANY KIND AND CLICKHOUSE HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, REGARDING OR RELATING TO ANY PRODUCT, AND/OR THE SUPPORT SERVICES OR ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CLICKHOUSE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH RESPECT TO EACH PRODUCT AND THE SUPPORT SERVICES AND ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. CUSTOMER UNDERSTANDS AND AGREES THAT EACH PRODUCT AND THE SUPPORT SERVICES ARE NOT DESIGNED OR INTENDED FOR USE IN HIGH RISK ACTIVITIES. THE APPLICABLE PRODUCT ADDENDUM MAY SPECIFY ADDITIONAL DISCLAIMERS OF WARRANTIES.

8 INDEMNIFICATION

8.1 ClickHouse Obligations. ClickHouse will, at its expense, defend or settle any Infringement Claim and will indemnify Customer against and pay (i) any settlement of such Infringement Claim consented to by ClickHouse or (ii) any damages finally awarded by a court of competent jurisdiction to such third party as relief or remedy in such Infringement Claim. ClickHouse shall not enter into any settlement agreement with respect to an Infringement Claim if such settlement agreement requires any admission of liability or wrongdoing on the part of Customer or imposes on Customer any obligation other than the obligation to cease using each Product that is subject to the Infringement Claim, unless Customer has first consented in writing to the applicable terms of such settlement agreement that are in conflict with the foregoing limitations.

8.2 Exclusions. ClickHouse will have no obligation to Customer to the extent any Infringement Claim or resulting award is based upon or results from: (i) use of such Product other than in accordance with the terms and conditions of this Agreement; (ii) modification of such Product that is not performed by or on behalf of ClickHouse, where there would be no Infringement Claim but for such modification; (iii) the combination, operation, or use of such Product with any other applications, portions of applications, products or services not provided by ClickHouse, where there would be no Infringement Claim but for such combination; or (iv) Customer's failure to use an update or modification of such Product made available by ClickHouse to Customer that would have avoided the Infringement Claim.

8.3 Certain Remedies. If any Product is, or in ClickHouse's reasonable opinion is likely to become, the subject of an Infringement Claim and/or an injunction as the result of an Infringement Claim, ClickHouse may, at its expense and option: (i) obtain the right for Customer to continue to use such Product; (ii) modify such Product to make it non-infringing, but substantially functionally equivalent; or (iii) in the event that neither (i) or (ii) are, in ClickHouse's reasonable judgement, commercially reasonable options, terminate Customer's right to use such Product, in which case ClickHouse will promptly refund to Customer any pre-paid, unused fees.

8.4 Conditions. The obligations of the parties in this Section 8 are conditioned upon the indemnified party ("**Indemnitee**") (i) notifying the indemnifying party ("**Indemnitor**") promptly in writing of any threatened or pending claim for which indemnification is being sought ("**Claim**"), provided that failure to provide such notice will only relieve Indemnitor of its obligations under this Section 8 to the extent its ability to defend or settle an applicable Claim is materially prejudiced by such failure to provide notice, (ii) giving Indemnitor, at Indemnitor's expense, reasonable assistance and information requested by Indemnitor in connection with the defense and/or settlement of the Claim and (iii) tendering to Indemnitor sole control over the defense and settlement of the Claim. Indemnitee's counsel will have the right to participate in the defense of the Claim, at Indemnitee's own expense. Indemnitee will not, without the prior written consent of Indemnitor, make any admission or prejudicial statement, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened Claim.

8.5 Exclusive Remedy. THE FOREGOING PROVISIONS OF THIS SECTION 8 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF CLICKHOUSE, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT, OR MISAPPROPRIATION OF ANY TRADE SECRET, BY SUCH PRODUCT AND/OR THE SUPPORT SERVICES.

9 LIMITATION OF LIABILITY

9.1 Excluded Damages. EXCEPT WITH RESPECT TO BREACHES ARISING OUT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL CUSTOMER OR CLICKHOUSE, OR THEIR RESPECTIVE AFFILIATES, BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OF OR FAILURE TO PERFORM THIS AGREEMENT, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 General Damages Cap. EXCEPT WITH RESPECT TO (I) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER (EXCLUDING A BREACH GIVING RISE TO A DATA INCIDENT), (II) THE PARTIES' INDEMNIFICATION OBLIGATIONS HEREUNDER, (III) BREACHES ARISING OUT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (IV) VIOLATIONS OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS, (V) FEES OWED BY CUSTOMER TO CLICKHOUSE, (VI) CUSTOMER'S VIOLATIONS OF ITS OBLIGATIONS UNDER SECTION 1.3.2 OR USE RESTRICTIONS IN ANY PRODUCT ADDENDUM, AND (VII) DATA INCIDENTS, IN NO EVENT SHALL CLICKHOUSE'S OR CUSTOMER'S TOTAL, CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO CLICKHOUSE UNDER THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST EVENT GIVING RISE TO LIABILITY ("**General Damages Cap**"). NOTWITHSTANDING THE FOREGOING SENTENCE, THE TOTAL LIABILITY OF CLICKHOUSE TO CUSTOMER RELATED TO OR ARISING OUT OF ANY TRIAL OR OTHER NON-PAID USE OF ANY PRODUCT, OR THE USE OF ANY FEATURES OF ANY PRODUCT DESIGNATED BY CLICKHOUSE WITHIN ANY PRODUCT AS BETA OR EXPERIMENTAL FEATURES, SHALL NOT EXCEED $10,000.

9.3 Enhanced Damages Cap. NOTWITHSTANDING SECTION 9.2 ABOVE, EACH PARTY'S TOTAL, CUMULATIVE LIABILITY UNDER THIS AGREEMENT RELATED TO OR ARISING FROM (I) A DATA INCIDENT OR (II) CUSTOMER'S VIOLATION OF ITS OBLIGATIONS UNDER SECTION 1.3.2 OR USE RESTRICTIONS IN ANY PRODUCT ADDENDUM, SHALL NOT EXCEED THE GREATER OF $100,000 OR TWO TIMES THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO CLICKHOUSE UNDER THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST EVENT GIVING RISE TO LIABILITY ("**Enhanced Damages Cap**").

9.4 Non-Cumulative Caps. IN NO EVENT WILL EITHER PARTY (OR ITS RESPECTIVE AFFILIATES) BE LIABLE FOR THE SAME EVENT UNDER BOTH THE GENERAL DAMAGES CAP AND THE ENHANCED DAMAGES CAP. SIMILARLY, THOSE CAPS WILL NOT BE CUMULATIVE.

9.5 Basis of the Bargain. EACH PARTY AGREES THAT THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS ARE A REASONABLE ALLOCATION OF THE RISK BETWEEN THE PARTIES AND WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

10 TERM AND TERMINATION

10.1 Order Form Term. Except as otherwise provided herein, any Order Form entered into by the parties will commence upon the start date set forth therein, and will expire on the end date set forth therein ("**Order Form Term**"). The Order Form Term for "pay as you go" Customers shall be a period of one (1) month, beginning on the date Customer first accesses or uses the applicable Product and renewing on each monthly anniversary thereafter unless terminated by either party at any time.

10.2 Agreement Term. This Agreement will commence upon the Effective Date and continue until it is terminated in accordance with its terms ("**Term**").

10.3 Termination. Either party may terminate this Agreement (and any active Order Form) upon giving notice in writing to the other party if the non-terminating party commits a material breach of this Agreement and has failed to cure such breach within thirty (30) days following a request in writing from the notifying party to do so. Termination of this Agreement in accordance with the foregoing sentence will automatically terminate any existing Order Forms, and where such termination is rightfully done by Customer for ClickHouse's uncured material breach, ClickHouse will promptly refund to Customer any prepaid, unused fees. In addition, either party may terminate this Agreement upon written notice to the other party if no Order Form is active under the Agreement.

10.4 Effect of Termination. Upon the termination of this Agreement, (i) Customer shall have no further rights hereunder to use any Product and (ii) Customer shall promptly and irrevocably delete all copies of any Product in its possession that it has deployed hereunder.

10.5 Survival. The provisions of Sections 2, 4, 6, 7, 8, 9, 10.4, 10.5 and 11 of this Agreement will survive such expiration or termination.

11 GENERAL

11.1 Anti-Corruption. Each party acknowledges that it is aware of, understands and has complied and will comply with, all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act of 1977 and the U.K. Bribery Act of 2010, and similarly applicable anti-corruption and anti-bribery laws ("**Anti-Corruption Laws**"). Each party agrees that no one acting on its behalf will give, offer, agree or promise to give, or authorize the giving directly or indirectly, of any money or other thing of value, including travel, entertainment, or gifts, to anyone as an unlawful inducement or reward for favorable action

or forbearance from action or the exercise of unlawful influence (a) to any governmental official or employee (including employees of government-owned and government-controlled corporations or agencies or public international organizations), (b) to any political party, official of a political party, or candidate, (c) to an intermediary for payment to any of the foregoing, or (d) to any other person or entity in a corrupt or improper effort to obtain or retain business or any commercial advantage, such as receiving a permit or license, or directing business to any person. Improper payments, provisions, bribes, kickbacks, influence payments, or other unlawful provisions to any person are prohibited under this Agreement.

11.2 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, provided that no such consent will be required to assign this Agreement in its entirety to (i) an Affiliate that is able to satisfy the obligations of the assigning party under this Agreement or (ii) a successor in interest in connection with a merger, acquisition or sale of all or substantially all of the assigning party's assets. Any assignment in violation of this Section shall be void, ab initio, and of no effect. Subject to the foregoing, this Agreement is binding upon, inures to the benefit of and is enforceable by, the parties and their respective permitted successors and assigns.

11.3 Attorneys' Fees. If any action or proceeding, whether regulatory, administrative, at law or in equity is commenced or instituted to enforce or interpret any of the terms or provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorneys' fees, expert witness fees, costs of suit and expenses, in addition to any other relief to which such prevailing party may be entitled. As used herein, "prevailing party" includes without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

11.4 Customer Identification. Customer agrees that ClickHouse may identify Customer as a user of the applicable Product on its website, through a press release issued by ClickHouse and in other promotional materials and may use Customer's name, logo, trademarks and service marks in connection with such activities.

11.5 Export Control and Sanctions Compliance. Customer acknowledges that each Product and the Support Services and technologies related thereto are subject to the Export Administration Regulations ("**EAR**") (15 C.F.R. Parts 730-774 (2010)) and the economic sanctions regulations and guidelines of the U.S. Department of the Treasury, Office of Foreign Assets Control. Customer is now and will remain compliant in the future with all such export control laws and regulations, and will not export, re-export, or otherwise transfer any ClickHouse goods, software or technology or disclose any ClickHouse software or technology to any person contrary to such laws or regulations. Customer acknowledges that remote access to a Product may in certain circumstances be considered a re-export of such Product, and accordingly, may not be granted in contravention of U.S. export control laws and regulations.

11.6 Force Majeure. Except with respect to payment obligations, neither party will be liable for, or be considered to be in breach of, or in default under, this Agreement, as a result of any cause or condition beyond such party's reasonable control.

11.7 Future Features and Functions. Customer understands and agrees that any features or functions of any Product referenced on any ClickHouse website, or in any presentations, press releases or public statements, which are not currently available or not currently available as a GA release, may not be delivered on time or at all. The development, release, and timing of any features or functionality described for any Product remains at ClickHouse's sole discretion. Accordingly, Customer agrees that it is purchasing each Product based solely upon features and functions that are currently available as of the Effective Date, and not in expectation of any future feature or function.

11.8 Governing Law, Jurisdiction and Venue. This Agreement will be governed by the laws of the State of Delaware, without regard to its conflict of laws principles, and all suits hereunder will be brought solely in Federal Court for the District of Delaware, or if that court lacks subject matter jurisdiction, in any Delaware State Court located in New Castle County, Delaware. This Agreement shall not be governed by the 1980 UN Convention on Contracts for the International Sale of Goods. The parties hereby irrevocably waive any and all claims and defenses either might otherwise have in any action or proceeding in any of the applicable courts set forth above, based upon any alleged lack of personal jurisdiction, improper venue, *forum non conveniens*, or any similar claim or defense.

11.9 Equitable Relief. A breach or threatened breach, by either party of Section 6 may cause irreparable harm for which damages at law may not provide adequate relief, and therefore the non-breaching party shall be entitled to seek injunctive relief without being required to post a bond.

11.10 Non-waiver. Any failure of either party to insist upon or enforce performance by the other party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be interpreted or construed as a waiver or relinquishment of such party's right to assert or rely upon such provision, right or remedy in that or any other instance.

11.11 Notices. Any notice or other communication under this Agreement shall be in writing unless required or permitted otherwise elsewhere in this Agreement. It is the desire of the parties to receive all notices via e-mail. Notices for ClickHouse will be sent to legal@clickhouse.com. Notices to Customer will be sent to the mail address provided by Customer when registering for an Account. Such notices will be deemed delivered if acknowledged received by return e-mail, or, if an Order Form exists, if followed within one day by a mailed copy of such notice to the physical address specified as the bill-to on an applicable Order Form. Either party may from time to time change its address or e-mail addresses for notices by giving the other party notice of the change in accordance with this Section.

11.12 Relationship of the Parties. The relationship of the parties hereunder shall be that of independent contractors, and nothing herein shall be deemed or construed to create any employment, agency or fiduciary relationship between the parties. Each party shall be solely responsible for the supervision, direction, control and payment of its personnel, including, without limitation, for taxes, deductions and withholdings, compensation and benefits, and nothing herein will be deemed to result in either party having an employer-employee relationship with the personnel of the other party.

11.13 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining portions will remain in full force and effect and such provision will be enforced to the maximum extent possible so as to give effect the intent of the parties and will be reformed to the extent necessary to make such provision valid and enforceable.

11.14 Entire Agreement; Amendment; Precedence. This Agreement (including the applicable Product Addenda and all Order Forms) constitutes the entire agreement between the parties concerning the subject matter hereof, and it supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a scanned copy will have the same force and effect as execution of an original, and a scanned signature will be deemed an original and valid signature. To facilitate execution, this Agreement may be executed by one or more of the parties in the form of an "Electronic Record," as such term is defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. or equivalent laws in other jurisdictions ("ESIGN Act"). This Agreement may be executed in as many counterparts as may be required to reflect all parties' agreement, all counterparts will collectively constitute a single agreement, and such "Electronic Signature," as defined in the ESIGN Act, will constitute an original and binding signature of a party. The fact that a document is in the form of an Electronic Record and/or is signed using an Electronic Signature will not, in and of itself, be grounds for invalidating such document. In the event of any conflict between the terms and conditions of any of the foregoing documents, the conflict shall be resolved based on the following order of precedence: (i) any applicable Product Addendum, but only with respect to the specific Product, (ii) an applicable Order Form, but only for the transaction thereunder, (iii) this Agreement, and (iv) the Support Services Policy. By entering into this Agreement, whether prior to or following receipt of any Customer purchase order or similar document, the parties are hereby expressly showing their intention not to be contractually bound by the contents of any such purchase order or similar document, which are hereby deemed rejected and extraneous to this Agreement, and ClickHouse's performance of this Agreement shall not amount to: (i) an acceptance by conduct of any terms set out or referred to in the purchase order or similar document; (ii) an amendment of this Agreement, nor (iii) an agreement to amend

this Agreement. From time to time, ClickHouse may modify this Agreement. Unless otherwise specified by ClickHouse, changes become effective for Customer upon renewal of the then-current Order Form Term or upon the effective date of a new Order Form after the updated version of this Agreement goes into effect. Continued use of any Product after the updated version of this Agreement goes into effect will constitute Customer's acceptance of such updated version. The parties agree that the terms and conditions of this Agreement are a result of mutual negotiations. Therefore, the rule of construction that any ambiguity shall apply against the drafter is not applicable and will not apply to this Agreement. Any ambiguity shall be reasonably construed as to its fair meaning and not strictly for or against one party regardless of who authored the ambiguous language.

Exhibit A

Definitions

Capitalized terms used herein have the meaning ascribed below, or where such terms are first used, as applicable.

"**Affiliate**" means, with respect to a party, any entity that controls, is controlled by, or which is under common control with, such party, where "control" means ownership of at least fifty percent (50%) of the outstanding voting shares of the entity, or the contractual right to establish policy for, and manage the operations of, the entity.

"**ClickHouse Security Standards**" means the security standards set forth in the ClickHouse Security Addendum located at: https://clickhouse.com/legal/agreements/security-addendum/.

"**Content**" means any and all information, content and data ingested into a ClickHouse-hosted software-as-a-service Product by Customer and/or its Authorized Users.

"**Customer Data**" means (i) any Content (if applicable) and (ii) any data (if applicable) provided by Customer to ClickHouse in connection with the delivery of Support Services.

"**Data Incident**" means ClickHouse's breach of Section 5.1 (ClickHouse Security), Section 6.2 (Non-use and Non-disclosure), or a Data Processing Addendum or Business Associate Agreement if executed between the parties, which breach results in the unauthorized disclosure of Customer Data.

"**Documentation**" means the end user documentation for the applicable Product published at https://clickhouse.com/docs (unless otherwise specified in the applicable Product Addendum).

"**Entitlement**" means Customer's right, for the quantity of credits, seats, servers, capacity, or other unit of measure set forth in an Order Form (if applicable), to use a Product and receive Support Services.

"**Effective Date**" means the date on which this Agreement is fully executed.

"**High Risk Activities**" means activities where the use or failure of a Product would reasonably be expected to lead to death, personal injury, or environmental or property damage (such as the creation or operation of nuclear facilities, air traffic control, life support systems, or weaponry).

"**Infringement Claim**" means a claim brought against Customer by an unaffiliated third party alleging that Customer's use of a Product in accordance with this Agreement and during the applicable Order Form Term, infringed such party's patent, copyright or trademark, or made unlawful use of such party's trade secret.

"**Malicious Code**" means any code that is designed to harm, or otherwise disrupt in any unauthorized manner, the operation of computer programs or computer systems or destroy or damage data. For clarity, Malicious Code does not include any software bugs or errors handled through Support Services, or any standard features or functions that are intended to enforce the temporal and/or other limitations on the scope of the use of a Product.

"**Marketplace**" means a third-party marketplace platform through which Customer can order an Entitlement.

"**Order Form**" means an ordering document entered into between ClickHouse and Customer, or a Reseller acting on Customer's behalf, specifying the Entitlement(s) to be provided to Customer for the Order Form Term under this Agreement.

"**Product**" means a ClickHouse product or service that ClickHouse makes generally available to its customers, which Customer requires an Entitlement to use or otherwise is provided the right to use on a pay-as-you-go basis or in a limited free trial under this Agreement.

"**Product Addendum**" means an addendum to this Agreement setting forth terms specific to a particular Product, including any addenda, exhibits and documents located at URLs referenced therein, as set forth at http://clickhouse.com/legal/product-addenda.

"**Qualifying PO**" means a purchase order issued by customer for the purpose of purchasing Entitlement(s), which (i) references the number of an applicable Order Form provided to Customer by ClickHouse and (ii) clearly states the purchase order is subject to the terms and conditions of this Agreement.

"**Reseller**" means a third party authorized by ClickHouse to promote and resell a Product.

"**Support Services**" means maintenance and support services for the applicable Product, as more fully described in the Support Services Policy.

"**Support Services Policy**" means ClickHouse's support services policy for a Product, as further described at https://clickhouse.com/legal/support-services-policy (unless otherwise specified in the applicable Product Addendum).