

Cloudera Privacy Policy

Last Updated: January 17, 2018

This Privacy Policy explains how information about you is collected, used and disclosed by Cloudera, Inc. (“Cloudera”, “We”, “Us” or “Our”). This Privacy Policy applies to information we collect when you use our website www.cloudera.com and Cloudera’s products and services (collectively, the “Services”). This Privacy Policy also describes the choices available to you regarding the use of, your access to, and how to update and correct your personal information.

The use of information collected through our service shall be limited to the purpose of providing the service for which the Client has engaged Cloudera.

EU – U.S. Privacy Shield and Swiss – U.S. Privacy Shield

Cloudera participates in and has certified its compliance with the EU – U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework. Cloudera is committed to subjecting all personal data received from European Union (EU) member countries and Switzerland, in reliance on the Privacy Shield Framework (the “Framework”), to the Framework’s applicable Principles. To learn more about the Privacy Shield Framework, visit the U.S. Department of Commerce’s Privacy Shield List. <https://www.privacyshield.gov>

Cloudera is responsible for the processing of personal data it receives, under the Privacy Shield Framework, and subsequently transfers to a third party acting as an agent on its behalf. Cloudera complies with the Privacy Shield Principles for all onward transfers of personal data from the EU and Switzerland, including the onward transfer liability provisions.

With respect to personal data received or transferred pursuant to the Privacy Shield Framework, Cloudera is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, Cloudera may be required to disclose personal data in

response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider (free of charge) at <https://feedback-form.truste.com/watchdog/request>.

Under certain conditions, more fully described on the Privacy Shield website <https://www.privacyshield.gov/article?id=How-to-Submit-a-Complaint>, you may invoke binding arbitration when other dispute resolution procedures have been exhausted.

We may make changes to this Privacy Policy from time to time, including to comply with changes in applicable law(s). We encourage you to review the Privacy Policy whenever you access the Services to stay informed about our information practices and the ways you can help protect your privacy.

Collection of information

Information you provide to us

We collect information you provide directly to us. For example, we collect information when you create an account, use the Services, fill out a form, request customer support or otherwise communicate with us. The types of information we may collect include your email address, postal address and other contact or identifying information you choose to provide.

Information we collect automatically when you use the services

When you access or use our Services, we automatically collect information about you, including:

- Log information: We log information about your use of the Services, including the type of browser you use, internet service

provider, clickstream data, date/time stamp, pages and files viewed on our site (e.g., HTML pages, graphics, etc.), your IP address and the page you visited before navigating to our Services.

- Device information: We collect information about the computer or mobile device you use to access our Services, including the hardware model, operating system and version, unique device identifiers and mobile network information.
- Information collected by cookies and other tracking Technologies: We and our partners use cookies or similar technologies to collect information, analyze trends, administer the website, track users' movements around the website, and to gather demographic information about our user base as a whole. For more information about cookies and how to disable them, please see "Your Information Choices" below.

Information we collect from other sources

With written consent, we may conduct background checks on our potential employees. If we do, the only information that we append is the result (pass or fail) of that background check. This helps us to evaluate potential candidates for employment. We don't append personal information on results of the background check.

Use of information

We use information about you for various purposes, including to:

- Provide, maintain and improve our Services;
- Provide and deliver the products and services you request, process transactions, and to send you related information, including confirmations and invoices;
- Send you technical notices, updates, security alerts and support and administrative messages;
- Respond to your comments, questions and requests and provide customer service;

- Assist with the development of our Services and other purposes related to Cloudera's business;
- Monitor and analyze trends, usage and activities in connection with our Services; and
- Process and deliver contest entries and rewards.

By accessing and using the Services, you consent to the processing and transfer of your information in and to the United States and other countries.

Sharing of information

We may share personal information about you as follows:

- With third party vendors, consultants and other service providers who need access to your information to carry out work on our behalf such as providing product and service functionality, customer service, billing and invoicing, and conducting research and analysis; these companies are authorized to use your personal information only as necessary to provide these services to us.
- If we believe disclosure is reasonably necessary to comply with any applicable law, regulation, legal process or governmental request; to enforce applicable user agreements or policies, including our [Terms of Use](#); and to protect Cloudera, our users or the public from harm or illegal activities;
- In connection with, or during negotiations of, any merger, sale of company assets, financing or acquisition of all or a portion of our business to another company. In this event, you will be notified via email and/or a prominent notice on our website, of any change in ownership, uses of your personal information, and choices you may have regarding your personal information; and
- With your consent, including if we notify you through our Services that the information you provide will be shared in a particular manner and you provide such information.

We may also share aggregated or de-identified information, which cannot reasonably be used to identify you.

Frames

Some of our pages utilize framing techniques to serve content to/from our partners while preserving the look and feel of our website. Please be aware that you are providing your personal information to these third parties and not to www.cloudera.com.

Third-party analytics

We allow third parties to serve advertisements on our behalf across the Internet and to provide analytics services. These third parties may use cookies, web beacons and other technologies to collect information about your use of the Services and other websites, including your IP address, web browser, pages viewed, time spent on pages, links clicked and conversion information. This information may be used by Cloudera and third parties to, among other things, analyze and track data, deliver advertising based upon your browsing activities and interests and to better understand your use of the Services. If you wish to opt out of interest-based advertising click [here](#) (or if located in the European Union click [here](#)). Please note you will continue to receive generic ads.

Specifically, Cloudera uses an integrated version of Google Analytics. You may opt out from Google Analytics by use the [Google's Ads Preferences Manager. We also encourage you to use the Google Analytics opt-out browser add-on](#).

Security

Cloudera takes reasonable measures to help protect personal information from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction. We follow generally accepted standards to protect the personal information submitted to us, both during transmission and once it is received. If you have any questions about the security of your personal information, you can contact us at info@cloudera.com.

Information Related to Data Collected through the Services

Information Related to Data Collected for our Clients:

- Cloudera collects information under the direction of its Clients, and has no direct relationship with the individuals whose personal data it processes. If you are a customer of one of our Clients and would no longer like to be contacted by one of our Clients that use our service, please contact the Client that you interact with directly. We may transfer personal information to companies that help us provide our service. Transfers to subsequent third parties are covered by the service agreements with our Clients.

Access and Retention of Data Controlled by our Clients:

- Cloudera acknowledges that you have the right to access your personal data. Cloudera has no direct relationship with the individuals whose personal data it processes. An individual who seeks access, or who seeks to correct, amend, or delete inaccurate data should direct his query to the Cloudera's Client (the data controller). If requested to remove data we will respond within a reasonable timeframe.
- We will retain personal data we process on behalf of our Clients for as long as needed to provide services to our Client. Cloudera will retain this personal information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Your information choices

Account Information

Upon request Cloudera will provide you with information about whether we hold any of your personal information. You may update, correct or delete information about you at any time by emailing us

at info@cloudera.com. If you wish to delete or suspend your account, please email us at info@cloudera.com, but note that we may retain certain information as required by law or for legitimate business purposes. Also, if you have become aware that a profile has been created about you without your consent or knowledge, you may contact us at info@cloudera.com to request deletion of that said account. We may also retain cached or archived copies of your information for a certain period of time. We will respond to your request within a reasonable timeframe.

Cookies

Most web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove or reject browser cookies. Please note that if you choose to remove or reject cookies, this could affect the availability and functionality of our Services.

Promotional communications

We will periodically send you free newsletters and e-mails that directly promote the use of our site or the purchase of our products or services. When you receive newsletters or promotional communications from us, you may indicate a preference to stop receiving further communications from us – you will have the opportunity to “opt-out” by following the unsubscribe instructions provided in the e-mail you receive or by contacting us directly. Should you decide to opt-out of receiving future mailings, we may share your e-mail address with third parties to ensure that you do not receive further communications from third parties. Despite your indicated e-mail preferences, we may send you notices of any updates to our Terms of Service or Privacy Policy.

Blog

Our website offers publicly accessible blogs or community forums. You should be aware that any information you provide in these areas may be read, collected, and used by others who access them. To request removal of your personal information from our blog or community forum, contact us at info@cloudera.com. In some cases,

we may not be able to remove your personal information, in which case we will let you know if we are unable to do so and why.

Testimonials

We display personal testimonials of satisfied customers on our website in addition to other endorsements. With your consent, we may post your testimonial along with your name. If you wish to update or delete your testimonial, you can contact us at info@cloudera.com.

Links to Third Party Sites

Our website includes links to other websites whose privacy practices may differ from those of Cloudera. If you submit personal information to any of those websites, your information is governed by their privacy policies. We encourage you to carefully read the privacy policy of any website you visit.

If you have opted-in to receive e-mail communications from a Third Party Company and later wish to discontinue receipt of these e-mails, please contact the Third Party Company directly to update your preferences. The privacy policies of our Third Party Companies may apply to the use and disclosure of your Personal Data that we collect and disclose to such Third Party Companies. Because we do not control the privacy practices of our Third Party Companies, you should read and understand their privacy policies.

Public Member Directory

We will list you in our publicly accessible member directory. If you wish to request removal of your information from our directory, you can contact us at info@cloudera.com.

Public Profiles

The profile you create on our website will be publically accessible unless otherwise indicated. You may change the privacy settings of your profile through your account portal.

Social Media Widgets

Our website includes social media features, such as the Facebook button or interactive mini-programs that run on our website. These Features may collect your Internet protocol address, which page you are visiting on our website, and may set a cookie to enable the feature to function properly. Social media features are either hosted by a third party or hosted directly on our website. Your interactions with these features are governed by the privacy policy of the company providing it.

Single Sign-On

You can apply for a job opening using sign-in services such as LinkedIn or an Open ID provider. These services will authenticate your identity, provide you the option to share certain personal information (such as your name and email address) with us, and to pre-populate our application form. Services like LinkedIn give you the option to post information about your activities on this website to your profile page to share with others within your network.

Your California privacy rights

California law permits residents of California to request certain details about how their information is shared with third parties for direct marketing purposes. However, under the law, a business is not required to provide this information if it permits California residents to opt into, or opt out of, this type of sharing. Cloudera qualifies for this alternative option. To opt out of having your information shared with third parties for direct marketing purposes, please insert description of opt out mechanism. If you are a California resident and would like to make such a request, please contact us at info@cloudera.com or 1-888-789-1488.

Contact us

If you have any questions about this Privacy Policy, please contact us using the information below:

Cloudera, Inc.
395 Page Mill Rd
Palo Alto, CA 94306

info@cloudera.com

1-888-789-1488.

CLUDERA DATA POLICY

Last Updated: May 09, 2017

This Data Policy (the “Policy”) describes Cloudera’s policy for handling, storing, and otherwise treating certain types of data of Cloudera’s customers (each, a “Customer”), including data associated with individual users and employees of Customer organizations, in each case pursuant to a Customer Agreement (as defined below). “Cloudera” means Cloudera, Inc. and its subsidiaries and affiliates.

Additional policies that apply to specific Cloudera Products and Services can be found at the end of this Policy, in the section entitled “Service-Specific Terms.”

OVERVIEW

Cloudera collects information that a Customer or other data sources send to Cloudera as part of such Customer’s use of Cloudera Products and Services. This data is addressed in three categories, “Transaction Data”, “Account Data” and “Personal Data”, each as defined below.

TRANSACTION DATA AND ACCOUNT DATA

Security

Cloudera understands the sensitive nature of the data that Customer or Customer’s organization may provide while using Cloudera Products and Services. Cloudera will maintain commercially reasonable administrative, physical and technical safeguards designed for the protection, confidentiality and integrity of Customer’s Transaction Data and Account Data.

Data Use by Cloudera

Access. Cloudera places strict controls over its employees' access to Customer's Transaction Data and Account Data that resides in the Cloudera Products and Services, and is committed to ensuring that Customer's Transaction Data and Account Data is not used by anyone who should not have access to it. The operation of the Cloudera Products and Services requires that some employees have access to Customer systems which store and process Customer's Transaction Data and Account Data. For example, in order to diagnose a problem Customer is having with Cloudera Products and Services, the Cloudera support team may need to access Customer's Transaction Data. These employees are prohibited from using these permissions to view Customer's Transaction Data unless it is necessary to do so.

Ownership. As between Cloudera and Customer, Customer or its licensors own all right, title, and interest in and to the Transaction Data and Account Data. Cloudera obtains no ownership rights under this Agreement from Customer or its licensors to any Transaction Data or Account Data.

Use of Transaction Data. Cloudera will treat Transaction Data as confidential and will use it only to: (i) facilitate operation of the Cloudera Products and Services; (ii) enhance the use of the Cloudera Products and Services and its related web pages; (iii) perform internal tracking to improve Cloudera Products and Services; (iv) analyze the extent to which Customers use Cloudera Products and Services; (v) enable Cloudera to contact its Customers; (vi) process, bill and invoice Customer's transactions for Cloudera Products and Services usage; (vii) make backups in order to prevent data loss; and (viii) comply with the law or a binding order of a governmental body. This permission includes allowing us to use third-party service providers in the operation and administration of Cloudera Products and Services and the rights granted to us are extended to these third parties to the degree necessary in order for Cloudera Products and Services to be provided. The Privacy Policy does not apply to Transaction Data.

Use of Account Data. Cloudera will only use Account Data in accordance with the Privacy Policy, and Customer consents to such usage.

Feedback. If any Customer users provide Cloudera with any feedback, support tickets, reported defects, usability enhancements, feature requests or suggestions regarding Cloudera Products and Services, Customer grants Cloudera an unlimited, irrevocable, perpetual, free license to use any such feedback or suggestions for any purpose without any obligation to Customer. Cloudera acknowledges that the ability to use this Agreement and any feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

Retention of Transaction Data and Account Data

Data collected by Cloudera as part of diagnostic bundles will be retained for a period of 12 months. All other Transaction Data and Account Data may be retained no longer than as permitted by governing law, but in no event longer than for the life of the related Cloudera product + 10 years.

Incident Management and Response

In the event of a security breach involving Cloudera Products and Services, Cloudera will promptly notify each affected Customer of any unauthorized access to any of such Customer's Transaction Data or Account Data that was stored in Cloudera Products and Services. Cloudera has internal incident management procedures in place to handle such an event.

Product Security Practices

New features, functionality, and design changes go through a security review process facilitated by Cloudera's security team. The security team works closely with development teams to resolve any additional security concerns that may arise during development.

PERSONAL DATA

Cloudera's current Privacy Policy is incorporated into this document and includes important terms regarding Cloudera's handling of Personal Data. The sections above relating to Incident Management

and Response and Product Security Practices also apply to Personal Data.

CUSTOMER RESPONSIBILITIES

Customer Account and Account Data

To access certain Cloudera Online Services, Customer may be asked to create a Cloudera account associated with a valid e-mail address (a “Customer Account”). Customer may only create one account per email address. Customer is responsible for: (i) maintaining the confidentiality of the Account Data, (ii) monitoring and controlling which end users have access to the Customer Account; and (iii) all activities that occur under the Customer Account, regardless of whether the activities are undertaken by Customer, Customer’s employees or a third party (including Customer’s contractors or agents). Except to the extent caused by Cloudera’s breach of this Data Policy, Cloudera and its Affiliates are not responsible for unauthorized access to the Customer Account. Customer will contact Cloudera immediately if Customer believes an unauthorized third party may be using the Customer Account or if Customer’s Account Information is lost or stolen.

Acceptable Use

Customer must not: (i) use, or encourage, promote, facilitate or instruct others to use, Cloudera Products and Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive; (ii) use Cloudera Products and Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device; (iii) make network connections to any users, hosts, or networks unless Customer has permission to communicate with them; (iv) use Cloudera Products and Services to transmit spam, bulk or unsolicited communications; or (v) use Cloudera Products and Services to collect and store personally identifiable information about any person unless specifically authorized by such person.

Transaction Data, Account Data and Personal Data

Customer is solely responsible for the creation, operation and maintenance of Transaction Data, Account Data and Personal Data. For example, Customer is solely responsible for:

- the technical operation of Cloudera Products and Services, including ensuring that calls Customer makes to any Cloudera Online Service are compatible with then-current APIs for that Cloudera Online Service;
- compliance with the Acceptable Use provisions herein;
- compliance with all applicable laws;
- any claims relating to Transaction Data, Account Data and Personal Data;
- anonymizing data to the extent Customer deems it reasonable or prudent to do so; and
- properly handling and processing notices sent to Customer (or any of its affiliates) by any person claiming Customer's data violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act.

Customer agrees that its Transactional Data, Account Data and Personal Data will not include information regulated under the International Traffic in Arms Regulations (U.S. government regulations addressing defense-related articles and services).

Customer agrees not to upload, post or otherwise transmit to Cloudera any Transaction Data that: (a) is inaccurate, harmful, obscene, pornographic, defamatory, racist, violent, offensive, harassing, or otherwise objectionable; (b) includes unauthorized disclosure of personally identifiable information or other confidential information; (c) violates or infringes any third party intellectual property rights; or (d) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications

equipment. Cloudera reserves the right to temporarily edit or remove Transaction Data that violates this Policy. If Cloudera believes the Ordering Activity has violated this, before permanently editing, or removing transaction data, Cloudera shall submit a claim to the Ordering Activity Contracting Officer in accordance with the Contract Disputes Act.

By providing Transaction Data, Customer represents and warrants to Cloudera that Customer owns or otherwise possesses all intellectual property rights and other rights necessary to provide such Transaction Data and to permit others to make use of such Transaction Data.

Security and Backup

Customer is responsible for taking its own steps to maintain appropriate security, protection and backup of Transactional Data, Account Data and Personal Data, which may include the use of encryption technology or anonymization to protect such data from unauthorized access.

Customer Data

Cloudera Products and Services that store or process Customer Data are either located on a third-party hosting site or on Customer's own servers. As such, Cloudera has no liabilities or obligations with respect to Customer Data under this Data Policy.

DEFINITIONS

"Account Data" means information about Customer that Customer provides to Cloudera in connection with the creation or administration of its Cloudera account. For example, Account Data includes names, user names, phone numbers, email addresses and billing information associated with Customer's Cloudera account.

"Cloudera Products and Services" means any of Cloudera's products and software to which Customer may have subscribed under the terms of a Customer Agreement, including but not limited to Cloudera Manager, Cloudera Enterprise, Cloudera Live, Cloudera Express, Cloudera Director, any Cloudera Online Services, any trial software, and any software related to the foregoing.

"Customer Agreement" means the separate agreement between Customer and Cloudera governing Customer's use of the Cloudera

Products and Services.

“Customer Data” means any of Customer’s originating data that might be stored in nodes and accessed by Cloudera’s software or other third-party software.

“Personal Data” means data that can identify an individual or that is associated with the identity of an individual.

“Privacy Policy” means the most recent privacy policy, currently referenced at <http://cloudera.com/legal/policies/html//privacy.aspx>.

“Transaction Data” means all data that is (i) input into Cloudera Products and Services by Customer or its end users, (ii) generated by Cloudera’s systems as a result of Customer’s or its end users’ use of the Cloudera Products and Services, or (iii) data that is generated for troubleshooting and diagnostics, in each case that is transmitted to Cloudera. Transaction Data does not include Customer Data.

In the event of a conflict between this Policy and the terms of the applicable Customer Agreement, the terms and conditions of this Policy apply, but only to the extent of such conflict.

SERVICE-SPECIFIC TERMS

Cloudera Navigator Optimizer and Workload Analytics

Data Use. Cloudera’s Navigator Optimizer service (“Optimizer”) and Workload Analytics service (“Workload Analytics”) do not collect or store any Personal Data or Customer Data. These services may collect and/or store certain types of Transaction Data such as Customer’s queries or workload information (“Analytics Data”). While Analytics Data is confidential information and will be protected pursuant to the provisions in this policy that apply to Transaction Data, Optimizer and Workload Analytics are not databases of record for the storage of Analytics Data. Retention of this Analytics Data is not Cloudera’s responsibility.

Availability. Cloudera is committed to making Optimizer and Workload Analytics highly-available services that Customers can count on. To

the extent feasible, Cloudera's infrastructure runs on systems that are fault-tolerant, for failures of individual servers. Cloudera's operations team tests disaster-recovery measures regularly and staffs a team to quickly resolve unexpected incidents. However, at this time Cloudera makes no uptime or availability guarantees with respect to Optimizer or Workload Analytics or retention of Analytics Data.

Cloudera will host Optimizer and Workload Analytics only in the United States.