

ATTACHMENT A - HORTONWORKS
HORTONWORKS END USER SERVICES AGREEMENT

THIS HORTONWORKS END USER SERVICES AGREEMENT (THE “**AGREEMENT**”) APPLIES TO ORDERING ACTIVITIES THAT PURCHASE HORTONWORKS SUPPORT, CONSULTING SERVICES OR TRAINING SERVICES THROUGH A HORTONWORKS RESELLER.

1. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings set forth in this Section 1. Certain other terms may be defined in the context of their use elsewhere in the Agreement.
 - 1.1 “**Consulting Services**” means Hortonworks consulting services offerings purchased by Ordering Activity through a Reseller, as may be further described in a SOW.
 - 1.2 “**Documentation**” means all Hortonworks published user manuals and guides, regardless of media, that explain or facilitate the use of the Hortonworks Products.
 - 1.3 “**General Enhancements**” means any improvements, modifications, enhancements, or extensions to or derivative works of Hortonworks Pre-existing Intellectual Property that have or could have general applicability to Hortonworks Ordering Activities, including, but not limited to, any modifications to, or derivative works of, the Hortonworks Products.
 - 1.4 “**Hortonworks Products**” means the Hortonworks versions of the open source software solutions managed by the Apache Software Foundation, licensed under the terms of the Apache License, Version 2.0.
 - 1.5 “**Intellectual Property**” means any and all patents, inventions, copyrights, works of authorship, trademarks, trade secrets, know-how, and all other intellectual property (whether registered or unregistered and including the right to register such intellectual property) that are, in each case, protected under the laws of any governmental authority having jurisdiction.
 - 1.6 “**Pre-Existing Intellectual Property**” means: (a) Intellectual Property in existence as of the Effective Date of this Agreement, and (b) Intellectual Property that a party creates or develops outside the scope of Services or Support provided by Hortonworks to Ordering Activity under this Agreement and without the use of the other party’s Confidential Information.
 - 1.7 “**Reseller**” means a third party authorized to resell Hortonworks support, consulting services and/or training services offerings pursuant to an agreement between such Reseller and Hortonworks.
 - 1.8 “**Services**” means Hortonworks Consulting Services and/or Training Services.
 - 1.9 “**Services Materials**” means (a) the processes, know-how, proprietary information and methodologies, document templates, and project tools including, but not limited to, best practice guides and reference architecture materials; and (b) utilities, connectors, scripts, tools, implementation code related to Hortonworks Products, and other software (and any updates thereto) that, in each case, are used by Hortonworks to deliver the Services or Support to Ordering Activity.
 - 1.10 “**Statement of Work**” or “**SOW**” means a statement of work issued by Hortonworks and executed by Ordering Activity that describes Services to be provided by Hortonworks to Ordering Activity under this Agreement.
 - 1.11 “**Support**” means the Hortonworks subscription support services purchased by Ordering Activity through a Reseller. Support is subject to Hortonworks’ Support policy described in Schedule 1.
 - 1.12 “**Training Materials**” means Hortonworks training courses, documentation, and other associated training materials, including any and all updates thereto.
 - 1.13 “**Training Services**” means Hortonworks’ training services offerings purchased by Ordering Activity through a Reseller.
 - 1.14 “**Work Product**” means all inventions, improvements, modifications, enhancements, derivatives, processes, methodologies, formulas, designs, drawings, data, information, and works of authorship in which any proprietary right exists or may be acquired or asserted, and which are developed, discovered, invented, authored, or first reduced to practice by Hortonworks, alone or jointly with Ordering Activity and/or any third party or parties, in the course of performing Services under this Agreement; provided, however, that Work Product shall not include (a) Hortonworks’ Pre-Existing Intellectual Property, (b) General Enhancements, (c) Services Materials, (d) Training Materials, (e) Documentation, or (f) Implementation Architectures.
2. **SERVICES AND SUPPORT.** Subject to the terms and conditions of this Agreement, Hortonworks will provide the Services and Support purchased by Ordering Activity through the Reseller. SOWs signed between Hortonworks and Ordering Activity shall be deemed incorporated herein. Services and Support are for Ordering Activity’s internal use only, and Ordering Activity may not use the Services or Support to supply any consulting, training or support services to any third party. All Support and Services delivered under this Agreement are deemed accepted by Ordering Activity upon delivery.
3. **RESERVED.**
4. **PROPRIETARY RIGHTS.**
 - 4.1 **Ordering Activity Retained Property.** Ordering Activity owns and retains all worldwide right, title, and interest in and to all of Ordering Activity’s Pre-existing Intellectual Property and Ordering Activity’s Confidential Information (together, the “**Ordering Activity Retained Property**”). Except as expressly set forth herein, nothing in this Agreement conveys any right, title, or interest in or to the Ordering Activity Retained Property to Hortonworks or any other third party.
 - 4.2 **Hortonworks Retained Property.** Hortonworks owns and retains all worldwide right, title and interest in and to all: (a) Hortonworks’ Pre-Existing Intellectual Property, (b) General Enhancements, (c) Services Materials, (d) Training Materials, (e) Documentation, and (f) Implementation Architectures (together, the “**Hortonworks Retained Property**”), including any and all Intellectual Property therein and thereto. To the extent that any Hortonworks Retained Property is included in a deliverable provided to Ordering Activity as part of any Support or Services, Hortonworks hereby grants to Ordering Activity a non-exclusive, non-transferable, worldwide right and license to internally use, execute, reproduce, display, and perform such Hortonworks Retained Property solely for use with the Hortonworks Products and related Services and Support. Training Materials may only be used by the specific individuals to whom the Training Services are provided and may not be copied electronically or otherwise (whether or not for archive purposes), modified, translated, re-distributed or disclosed to third parties, lent, hired out, made available to the public, sold, offered for sale, shared, or transferred in any other way. The above license to Hortonworks Retained Property expressly excludes the Hortonworks Products (including General Enhancements thereto) and any other open source software included in Services deliverables or provided to Ordering Activity as part of Support. Such open source software is licensed under, and its use by Ordering Activity is subject to, the terms of the applicable open source license. Any General Enhancements to the Hortonworks Products, if and when available, will be licensed to Ordering Activity under the terms of the Apache License, Version 2.0. Except as expressly set forth herein, nothing in this Agreement conveys any right, title, or interest in or to the Hortonworks Retained Property to Ordering Activity or any other third party.

- 4.3 **Work Product.** Ordering Activity shall own all worldwide right, title, and interest in and to all Work Product delivered to Ordering Activity, including all Intellectual Property therein and thereto, from the time that it is created, authored, invented, discovered, or first reduced to practice. Hortonworks hereby assigns to Ordering Activity all worldwide right, title, and interest in and to any and all Work Product, including all Intellectual Property therein and thereto, that Hortonworks has or may hereafter acquire.
- 4.4 **Reserved.**
- 4.5 **Residual Rights.** The parties acknowledge and agree that Hortonworks is in the business of providing training, consulting, and support services to third parties that are or may be substantially similar to the Services and Support being provided to Ordering Activity. Ordering Activity agrees that Hortonworks, its employees, and agents will be free to use and employ their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any Services or Support performed under this Agreement and retained in the unaided memory of Hortonworks' employees or agents.
5. **RESERVED.**
6. **RESERVED.**
7. **WARRANTY.**
- 7.1 **Limited Warranties.**
- (a) Each party represents and warrants that it has the right, power, and authority to enter into, and perform its obligations under, this Agreement and.
- (b) Hortonworks warrants that the Services and Support will be performed by qualified personnel in a professional and workmanlike manner consistent with applicable industry standards. Ordering Activity must notify Hortonworks in writing of any alleged failure by Hortonworks to perform Support or Services in accordance with the foregoing warranty within thirty (30) days of the delivery of the affected Services or Support. Hortonworks' entire liability and Ordering Activity's sole remedy for Hortonworks' failure to perform in accordance with the above warranty shall be for Hortonworks to: (i) use commercially reasonable efforts to cure or correct such failure, or (ii) if Hortonworks is unable to cure or correct such failure, terminate the affected Services or Support and work, in good faith, with the Reseller to refund that portion of fees paid by Ordering Activity that corresponds to such failure to perform.
- 7.2 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, HORTONWORKS DOES NOT MAKE OR GIVE ANY REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND, WHETHER EXPRESS OR IMPLIED, IN CONNECTION WITH THE SUPPORT OR SERVICES PROVIDED HEREUNDER. WITHOUT LIMITING THE FOREGOING, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HORTONWORKS EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE AND ANY REPRESENTATION, WARRANTY, OR COVENANT BASED ON COURSE OF DEALING OR USAGE IN TRADE.
8. **RESERVED.**
9. **RESERVED.**
10. **GENERAL.**
- 10.1 **Subcontractors.** Hortonworks may engage third parties to furnish services in connection with Services or Support. In addition, Services and Support may be performed by Affiliates of Hortonworks. No engagement by Hortonworks of a subcontractor or an Affiliate will relieve Hortonworks of any of its obligations under this Agreement and this Agreement does not create any third-party beneficiaries.
- 10.2 **Insurance.** Hortonworks agrees to maintain, throughout the term of this Agreement, commercially reasonable levels of insurance in relation to its obligations hereunder and under any SOWs.
- 10.3 **Compliance with Export and Other Laws.** Ordering Activity acknowledges that items provided hereunder are of United States origin, are provided subject to the U.S. Export Administration Regulations, and may be subject to other applicable national and international laws. Diversion or distribution contrary to applicable export control laws is prohibited. Ordering Activity represents that (1) it is not, and is not acting on behalf of, (a) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions, or (b) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Denied Persons List or Denied Entity List; and (2) it will not permit items delivered under this Agreement to be used for any purposes prohibited by law, including, but not limited to, any prohibited development, design, manufacture, or production of missiles or nuclear, chemical, or biological weapons. Additionally, each of the parties agrees that it will not engage in any illegal, unfair, deceptive, or unethical business practices whatsoever, including, but not limited to, any act that would constitute a violation of the U.S. Foreign Corrupt Practices Act.

SCHEDULE 1

SUPPORT SERVICES POLICY

As referenced in the Master Services Agreement (the "Agreement") and the applicable Hortonworks Order Form under which Ordering Activity ordered Support, this Support Services Policy is the primary document used to communicate Hortonworks' support policies. This Policy sets forth Hortonworks' support terms and conditions, as well as provides a description of Hortonworks' technical support levels.

1. DEFINITIONS.

Documentation

Documentation means the documentation made available as part of the Software, which may be modified from time to time by Hortonworks.

Error

Error means a failure of the Software to conform in all material respects with the applicable Documentation.

Major Release

Major Releases (X.y.z) are vehicles for delivering major and minor feature development and enhancements to existing features. They incorporate all applicable Error corrections made in prior Major Releases, Minor Releases, and Maintenance Releases. Hortonworks typically has one Major Release per year.

Minor Release

Minor Releases (x.y.z) are vehicles for delivering minor feature developments, enhancements to existing features, and defect corrections. They incorporate all applicable Error corrections made in prior Minor Releases, and Maintenance Releases. Hortonworks typically has two such Minor Releases per year.

Maintenance Release

Maintenance Releases (x.y.Z) are vehicles for delivering Error corrections that are severely affecting a number of customers and cannot wait for the next major or minor release. They incorporate all applicable defect corrections made in prior Maintenance Releases. While there is no predefined schedule for Maintenance Releases, these are released as needed based on customer feedback and outstanding defects.

Software

Software means the Hortonworks Data Platform, which is a 100% open source software Apache™ Hadoop® data platform managed and licensed by the Apache Software Foundation.

2. ENGAGEMENT OF SERVICES

Hortonworks will provide the following services (hereafter “Support Services”) to Ordering Activity for the Software:

1. Facilities for case and bug tracking, escalation of problems for priority attention, and access to the Hortonworks knowledge base relating to the Software.
2. Assistance with troubleshooting to diagnose and fix errors in the Software.
3. Access to Documentation relating to Software, including authorization to make copies of that Documentation for internal use as specified in the Agreement.

3. EXCLUSIONS FROM SUPPORT SERVICES

Hortonworks shall support releases of the Software as specified in the Product Lifecycle Policy Set Forth in Exhibit A. Hortonworks will not support Software which has been altered or modified by anyone other than Hortonworks; a release of the Software that has not been approved for general availability (“GA”); software not installed on supported systems in accordance with the Documentation; problems caused by Ordering Activity’s negligence, misuse, or hardware malfunction; or use of Software inconsistent with the Documentation. Support Services do not include information and assistance on technical issues related to the debugging, installation, administration, and use of Ordering Activity’s computer systems and enabling technologies including, but not limited to, databases, computer networks, communications, hardware, hard disks, networks, and printers.

4. ORDERING ACTIVITY RESPONSIBILITIES

Ordering Activity shall provide commercially reasonable cooperation and full information to Hortonworks with respect to Hortonworks’ furnishing of Support Services. Ordering Activity is required to assist Hortonworks technical support staff until problem resolution. Required Ordering Activity activities may include logging into Ordering Activity’s systems for diagnosis of problems, downloading and installation of software patches, retrieval and transfer of system logs/files, re-installation of existing product and participation in tests for fixes.

5. SUPPORT CONTACTS

Ordering Activity shall designate contacts who will serve as primary contacts between Ordering Activity and Hortonworks and are the only persons authorized to interact with Hortonworks Support (“Support Contacts”). The number of Support Contacts shall be as set forth below based on the Support Level purchased by Ordering Activity. The Support Contacts will submit problems via the mechanism described in the support section of the www.hortonworks.com website. If needed, the Ordering Activity can purchase additional contacts.

# of HDP SKUs purchased	Enterprise Plus	Enterprise	Foundation
1 – 10	3	3	3
11 – 50	5	5	3
51 – 125	7	7	3
126 and over	10	10	3

6. SEVERITY LEVELS.

Upon receipt of a properly submitted Error, Hortonworks shall prioritize it in accordance with the guidelines below. Error Severity may be re-evaluated upon submission of a workaround.

Severity 1 (S1) – An S1 is a major Error within the Software that severely impacts the Ordering Activity’s use of the Software, such as the loss of data or where systems are down or not functioning and no work around exists. Hortonworks will use continuous efforts on a 24x7 basis to provide a resolution for any S1 problem as soon as is commercially reasonable. All S1 Errors must be called in via the Hortonworks Support Line. No web generated case will be treated with an S1 severity level unless Ordering Activity phones Hortonworks Support for escalation.

Severity 2 (S2) – An S2 is an Error within the Software where the Ordering Activity’s system is functioning but in a degraded or restricted capacity, such as a problem that is causing significant impact to portions of the Ordering Activity’s business operations and productivity, or where the Software is exposed to potential loss or interruption of service. Hortonworks will use reasonable efforts during its normal hours of operation to provide a resolution for any S2 Errors as soon as is commercially reasonable.

Severity 3 (S3) – An S3 is a medium-to-low impact Error that involves partial and/or non-critical loss of functionality, such as a problem that that impairs some operations but allows the Ordering Activity’s operations to continue to function. Hortonworks will use reasonable efforts during its normal hours of operation to provide a resolution for any S3 Error.

Severity 4 (S4) – An S4 is a low priority request for information where there is no impact to business operations.

7. ENHANCEMENT REQUESTS (“ER”)

An ER is a request for a future product enhancement or modification to add official support and Documentation for unsupported or undocumented features, or features that do not exist in the Software. Hortonworks will take ERs into consideration in the product management process, but has no obligation to deliver enhancements based on any ER. ER’s should be logged as S4 cases.

8. SUPPORT LEVEL AGREEMENT

Support will be addressed through initial response time guidelines as indicated in the Availability and Initial Response Times Table below. Initial Response time depends on the Support Level (“Foundation”, “Enterprise” or “Enterprise Plus”) that Ordering Activity has selected and for which appropriate service fees are paid as specified on the invoice. Hortonworks addresses Error resolutions through a number of mechanisms, including defining workarounds, developing Maintenance releases, or through an upcoming general release based on issue severity and priority. Scheduling of the Error resolution will be based on severity and priority. At Hortonworks’ discretion, a Maintenance Release approach may be followed in cases that are high severity or impact multiple customers if a workaround is not available.

If at any time, you feel that you are not receiving a level of service that meets your expectations, you may ask to have your case escalated to Hortonworks Customer Support Management. Any Ordering Activity requested escalation receives direct management attention and consideration. Hortonworks Customer Support is committed to ensuring that you receive the highest quality of support necessary to be successful.

9. TECHNOLOGY PREVIEW COMPONENTS

Some capabilities within the Software may be described as Technology Preview components within the Documentation. While Technology Preview components are not supported as part of the Support Services, Ordering Activity is encouraged to provide feedback and Enhancement Requests for these Technology Preview components. Hortonworks is under no obligation to deliver or migrate Technology Preview components into the Software and may choose to abandon Technology Preview components at any time.

10. DEPENDENT AND OPTIONAL COMPONENTS.

The Software may be provided with Dependent and Optional components, as described in the Documentation, included for dependency purposes or Ordering Activity convenience only. These components are licensed to you under the terms of the applicable license agreements as described in the Documentation. The Subscription and Support Agreement only covers the interaction of the Software with these Dependent and Optional components.

11. AVAILABILITY AND INITIAL RESPONSE TIMES

Hortonworks shall exercise all commercially reasonable efforts to meet the following initial response times.

Support Level	Foundation	Enterprise and Enterprise Plus
Access Via	Web only	Phone, Web
Hours	M-F, excluding Hortonworks holidays	24x7 (S1 only) 24x5 (S2-S4)
S1 Initial Response	Next Business Day	1 hour
S2 Initial Response	Next Business Day	4 business hours
S3 Initial Response	Next Business Day	8 business hours
S4 Initial Response	Next Business Day	Next Business Day

EXHIBIT A: PRODUCT LIFECYCLE POLICY Policy

Hortonworks offers thirty-six (36) months of support from the general availability of a new Major Release. When Ordering Activity purchases Hortonworks Support for the Software, the Support lifecycle will be divided into two distinct phases: Full Support and Technical Guidance.

- Full Support – Twenty-four (24) months from general availability of a Major Release**
 The Full Support phase includes maintenance updates, bug fixes, and security vulnerability resolutions. Maintenance updates and bug fixes will be made to the latest Minor Release only, while security vulnerability resolutions will be made available in all supported Minor Releases. Minor Releases will be supported a minimum of twelve (12) months from the general availability of the Minor Release.
- Technical Guidance – Twelve (12) months following the end of Full Support**
 This Technical Guidance phase supports Ordering Activities running product releases that have gone beyond the Full Support phase of the lifecycle. Primary assistance is available through the technical support portal where Ordering Activities can receive support and workarounds. Customer Support may direct Ordering Activities to upgrade to a more current Major / Minor / Maintenance Release of the product in order to resolve issues. Qualified security vulnerability resolutions may be made available during this phase.

In the event that Full Support for a release would normally expire and no later release has been made generally available, support for the old release will be extended until such a time as a new release is made generally available.

In the event that support for a release would normally expire and no further releases are planned, a product may be end-of-lifed. The decision to end-of-life any product will be announced to Ordering Activities twelve (12) months ahead of the date that support for all releases of any product will no longer be available.

Example End of Support Matrix

	General Availability	End of Full Support	End of Technical Guidance
Major Release 1.0	May 5, 2009	May 5, 2011	May 5, 2012
Minor Release 1.1	September 8, 2009	May 5, 2011	May 5, 2012
Minor Release 1.2	January 10, 2010	May 5, 2011	May 5, 2012
Minor Release 1.3	June 10, 2010	June 10, 2011	June 10, 2012
Major Release 2.0	October 15, 2010	October 15, 2012	October 15, 2013

Note that Minor Releases 1.1 and 1.2 embrace the end of Full Support date dictated by the Release 1.0 Major Release. Since Minor Release 1.3's end of Full Support date needs to be at least a minimum of 12 months from its initial GA, you will notice that its end of Full Support and end of Technical Guidance dates extend beyond that of its parent Release 1.0 Major Release.