

HORTONWORKS COMMUNITY CONNECTION BETA USER AGREEMENT

Hortonworks, Inc. ("Hortonworks") will provide a limited number of users with pre-release beta access to areas and portions of the Hortonworks website designated as the "Hortonworks Community Connection" (the "HCC Beta").

By indicating your acceptance of this Agreement and accessing and using the HCC Beta, you agree that your use of the HCC Beta as well as all other areas of the Hortonworks website at www.hortonworks.com and its related websites (the "Hortonworks Website") is, during the period prior to the general availability of the Hortonworks Community Connection (the "Beta Period"), subject to and governed by the Hortonworks Website Terms and Conditions of Use and Hortonworks Privacy Policy included below at Schedule A (the "Beta Terms of Use and Privacy Policy").

You acknowledge and agree that upon the general availability of the Hortonworks Community Connection, your use of the Hortonworks Community Connection and all other areas of the Hortonworks Website will be subject to the versions of the Hortonworks Website Terms and Conditions of Use and Hortonworks Privacy Policy then currently in effect and posted and accessible on the Hortonworks website at www.hortonworks.com.

SCHEDULE A

Hortonworks Website Terms and Conditions of Use

For Use with the Hortonwork Community Connection Beta

1. Acceptance of Terms of Use

These Terms and Conditions of Use (the "Terms of Use") govern your use of the Hortonworks website located at www.hortonworks.com and related websites (the "Website(s)"), which is the property of Hortonworks, Inc. ("Hortonworks") and its licensors. By using or visiting the Website, you agree to comply with, and be bound by, these Terms of Use and all applicable laws and regulations. The terms "we," "us," "our" and "ours" refer to Hortonworks. The terms "you," "your," and "yours" refer to the user or viewer of the Website.

By using the Website, you represent that (1) you have read, understand, and agree to be bound by these Terms of Use, (2) you are of legal age to form a binding contract with Hortonworks, (3) all registration information you submit is truthful and accurate, that you will maintain the accuracy of such information, (4) your registration does not and will not violate any applicable law or regulation and (5) you have the authority to enter into the Terms of Use personally or on behalf of the company or other organization you have named as the user, and to bind that entity to these Terms of Use. In the event you are agreeing to these Terms of Use on behalf of a company or organization, "you," "your" and "yours" will refer to the entity you are representing.

The Website is not intended for use by children, and we do not knowingly collect personally identifiable information from children under 13 years of age through the Website.

Hortonworks reserves the right, at its sole discretion, to change, modify, add to or remove portions of these Terms of Use at any time without notice. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Website following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, Hortonworks grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website as permitted by these Terms of Use.

Please review the following Terms of Use carefully. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE WEBSITE.

2. Content

All information (including but not limited to product or software information and code), text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Materials"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Website (together with the Materials, collectively, "Content"), contained on the Website, regardless of its source or creation, is owned, controlled or licensed by or to Hortonworks, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws, and Hortonworks reserves and retains all rights in and to such Content.

The name and mark "Hortonworks" and any other names, marks, logos, graphics, designs, webpage designs, and icons of Hortonworks used in connection with the Website are registered or unregistered trademarks, service marks, or trade dress of Hortonworks (the "Marks"). You may not use the Marks other than in connection with any incidental use as necessary to view and access the Website. Without limiting the foregoing, you shall not be permitted to use any of the Marks or any other names or marks that are similar to, or likely to cause confusion with, any of the Marks, and you agree not to use or register names or marks which are or would be confusingly similar.

If you register to use the Hortonworks Community Connection area of the Website or other interactive public areas of the Website (collectively, the "Community Forums"), you may have access and be exposed to community-generated Content, information, data, text, software, music, sound, photographs, video, messages, tags or other materials including, without limitation, other users' contributions of any of the foregoing made available on the Website (the "Community Content").

Your rights to access, use, copy and distribute any Community Content, is subject to the relevant terms and conditions or license agreement attached to such Community Content, if any. If there are no specific terms and conditions or license agreement attached to such Community Content, the licenses and restrictions set forth in these Terms of Use will apply.

We may perform, but assume no responsibility for, pre-screening or monitoring of the Website for inappropriate Community Content or conduct of users using the Community Forums. If, at any time, Hortonworks chooses, in its sole discretion, to monitor or moderate the Website, we nonetheless assume no responsibility for Community Content, no obligation to modify or remove any inappropriate Community Content, and no responsibility for the conduct of the user submitting any such Community Content.

Hortonworks does not control the Community Content posted on the Website and, as such, does not guarantee the accuracy, integrity or quality of such Community Content. Views expressed by users through Community Content do not necessarily reflect Hortonworks' views, and Hortonworks does not endorse Community Content posted by you or others.

Despite the prohibitions and guidelines that we set out in these Terms of Use, Community Content provided by other users may, in whole or in part, be unauthorized, impermissible or otherwise violate these Terms of Use. Under no circumstances will Hortonworks be liable in any way for any Community Content or your use or application thereof, including, but not limited to, liability for any errors or omissions in any Community Content or for any loss or damage of any kind incurred as a result of the use of such Community Content. You must evaluate, and bear all risks associated with, the use of such Community Content, including any reliance on its accuracy, completeness, or usefulness. By using the Website, you may be exposed to Community Content that you find to be offensive, indecent or objectionable. Your use of the Website and its content is at your own risk. If you become aware of misuse of the Website or its features by any person, please click on the "Contact Us" link on the Website pages and follow the directions as to how to contact us. Notwithstanding anything herein to the

contrary, we reserve the right, at any time and subject to applicable laws, to remove, reject or refuse to post any Community Content which we deem offensive, objectionable, illicit, indecent, false or misleading, inappropriate, illegal, or otherwise contrary to or inconsistent with the purpose of the Community Forum as set forth in these Terms of User.

3. Your Use of the Website

You may use information on Hortonworks products and services (such as data sheets, knowledge base articles, and similar materials) purposely and explicitly made available by Hortonworks for downloading from the Website, provided that you (1) retain and do not remove proprietary notice language from any copies of such documents, (2) use such information only for your personal, non-commercial informational purposes and do not copy or post such information on any networked computer or broadcast it in any media, (3) make no modifications to any such information, and (4) do not make any additional representations or warranties to any other party relating to such documents.

Except solely as necessary for you to access the Website for its intended purpose, you agree that you will not copy, modify, create derivative works of, translate, distribute, transmit, publish, republish, perform, display, post, download, upload, sublicense, transfer, dispose of, or sell the Content or any portion or components of the Website. You further agree not to translate, reverse engineer, decompile or disassemble any portion of the Website except as, and solely to the extent, expressly authorized under applicable law overriding any of these restrictions. Except as expressly set forth in these Terms of Use, these Terms of Use do not, and shall not be interpreted or construed to, grant to you any license to any intellectual property rights or other proprietary rights, including any implied licenses or licenses granted by estoppel or otherwise.

You may not:

- use any “deep-link”, “page-scrape”, “robot”, “spider” or other automated device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, interrupt, or monitor any portion of the Website or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely and explicitly made available, with written permission, through the Website;
- attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any Hortonworks server, or to any of the services offered on or through the Website, by hacking, password “mining” or any other illegitimate means;
- frame or mirror any part of the Website;
- probe, scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website;
- take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or Hortonworks’ systems or networks, or any systems or networks connected to the Website or to Hortonworks;
- use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person’s use of the Website’
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Hortonworks on or through the Website or any service offered on or through the Website;
- pretend that you are, hold yourself out as, or that you represent, someone else, or impersonate any other individual or entity, including, but not limited to, Hortonworks and its employees; or
- use the Website or any Content, or post any messages or content, for any purpose that is unlawful, fraudulent or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Hortonworks or others.

If you register to access and use Community Forums, we may allow you to post or upload content for display on the Website. This may be in the form of participation in support forums, responses to blog posts, or other discussion threads and through other means. If we allow you to access and use such features, please choose carefully the content and information you post on the Website, provide to other users, or otherwise make available through the Website. By accessing Community Forums, you acknowledge that you are solely liable and responsible for how you use the Community Forums, any Community Content that you post on or through the Website, any material or information that you transmit to other users, for your interactions with other users, as well as any damages that may result from any of the foregoing.

While using the Website you must comply with all applicable laws, rules and regulations. In addition, Hortonworks expects users of the Website to respect the rights and dignity of others. You agree that you will not:

- Post, transmit, or otherwise make available, through or in connection with the Website:
 - Anything that is or may be (a) threatening, harassing, degrading or hateful; (b) defamatory; (c) fraudulent or tortious; (d) obscene, indecent or otherwise objectionable; or (e) protected by copyright, trademark or other proprietary right of another party (including, if applicable, your employer) without the express prior written consent of the owner of such right.
 - Any material that would give rise to criminal or civil liability or that encourages or incites conduct that constitutes a criminal offense.
 - Any virus, worm, Trojan horse or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of any hardware or software.
 - Any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letter,” “pyramid scheme” or investment opportunity, or any other form of solicitation, including, but not limited to, communications in violation of the CAN-SPAM Act.
- Harvest or collect personally identifiable information or financial information about other users of the Website.

You acknowledge and agree that Hortonworks reserves the right (but has no obligation) to do one or more of the following in its discretion, without notice or attribution to you:

- monitor Community Content as well as your access to the Website;
- alter, remove, or refuse to post or allow to be posted Your Community Content and/or any Contribution (each as defined below); and/or
- disclose any Community Content, and the circumstances surrounding their transmission, to any third party in order to operate the Website, in order to protect Hortonworks, its suppliers or licensees and their respective employees, officers, directors, shareholders, affiliates, agents, representatives,

and the Website's users and visitors; to comply with legal obligations or governmental requests; to enforce these Terms of Use; or for any other reason or purpose. Hortonworks disclaims any responsibility for the Community Content displayed on its Website. Hortonworks assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any Community Content or other user information or personalization settings.

We reserve the right, in our sole discretion, to (a) reject, refuse to post or remove any posting by you, including, without limitation, Your Community Content (as defined below) that in the sole judgment of Hortonworks violate these Terms of Use or our Privacy Policy and (b) deny, restrict, suspend, or terminate your access to all or any part of the Website at any time, for any or no reason, with or without prior notice or explanation, and without liability. We expressly reserve the right to remove your profile and/or deny, restrict, suspend, or terminate your access to all or any part of the Website if we determine, in our sole discretion, that you have violated these Terms of Use, pose a threat to us, our suppliers or our users, or for any other purpose we determine in our sole discretion.

Hortonworks does not claim any ownership rights in Community Content that you post on the Community Forum ("Your Community Content"). After posting Your Community Content to the Community Forum, you continue to retain any such rights that you may have in Your Community Content, subject to the licenses set forth herein. By displaying, publishing or uploading Your Community Content on the Community Forum, or otherwise submitting Your Community Content to us (collectively, "posting"), you acknowledge that Your Community Content is non-confidential and automatically grant to Hortonworks and its affiliates a irrevocable, perpetual, worldwide, fully-paid up, royalty-free, non-exclusive license to use, modify, delete from, add to, create derivative works of, publicly perform, publicly display, reproduce, distribute, make, have made, offer for sale, sell (and to sublicense the foregoing rights through multiple tiers of licensees) Your Community Content on or through the Website for any reason and in connection with advertising and promoting the Website (including, for example, through screen shots and blogs) and/or our products in any media formats and through any media channels now existing or developed in the future. In addition, you represent and warrant that all so-called moral rights in Your Community Content have been waived.

Hortonworks respects the intellectual property of others, and requires that our users do the same. You may not upload, embed, post, email, transmit or otherwise make available any material that infringes any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity. You represent and warrant that: (i) you own Your Community Content posted by you on or through the Website or otherwise have the right to grant the licenses set forth above, and (ii) the posting of Your Community Content on or through the Website does not violate the privacy rights, publicity rights, contract rights, intellectual property or any other rights of any person or entity or otherwise violate any applicable laws, rules or regulations. You agree to be fully responsible for, and to pay any and all royalties, fees, damages, and any other monies owing any person or entity by reason of, any content posted by you. We reserve the right to terminate access to all or any part of the Website for anyone we suspect to be an infringer of our or any third party's intellectual property rights of any kind whatsoever.

From time to time, we may remove Content or Community Content, including Your Community Content, from the Website, permanently or temporarily, provided that even if we do remove such Content or Community Content from the Website, we shall have no obligation to cease our other uses of the Community Content as permitted above.

We have no obligation to store any of Your Community Content that you upload, post, transmit or otherwise make available on or through the Website. We have no responsibility or liability for the deletion or accuracy of any Community Content, including the failure to store, transmit or receive transmission of Your Community Content; or, and except as expressly provided in our Privacy Policy, the security, privacy, storage or transmission of other communications originating with or involving use of the Website.

4. Commercial Transactions

Additional terms and conditions may apply to purchases of products or services and to specific portions or features of the Website, including contests, promotions or other similar features, all of which terms are made a part of these Terms of Use by this reference. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Website or for any products or services offered on or through the Website, the latter terms shall control with respect to your use of that portion of the Website or the specific products or services.

Hortonworks' obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on this Website should be construed to alter such agreements. Nothing herein shall be construed to obligate Hortonworks to enter into or engage with you on any commercial transaction.

Hortonworks may make changes to any products or services offered on the Website, or to the applicable prices for any such products or services, at any time, without notice. The materials on the Website with respect to products and services may be out of date, and Hortonworks makes no commitment to update the materials on the Website with respect to such products and services.

5. Accounts, Passwords and Security

Certain features or services offered on or through the Website may require you to register for and open an account. You are entirely responsible for maintaining the confidentiality of your account information, including your password, and for any and all activity that occurs under your account. You agree to notify Hortonworks immediately of any unauthorized use of your account or password, or any other breach of security. However, you may be held liable for losses incurred by Hortonworks or any other user of or visitor to the Website due to someone else using your ID, password or account. You may not use anyone else's ID, password or account at any time without the express permission and consent of the holder of that ID, password or account. Hortonworks cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

Registration for an account is void where the user lacks the eligibility for registration or such registration is otherwise prohibited. A person who is eligible and desires to create an account may, upon consenting to these Terms of Use, submit an application to register in accordance with the procedures set forth by Hortonworks. Hortonworks reserves the right, in its sole discretion, to deny, restrict, suspend, discontinue, or terminate your account, with or without prior notice or explanation, for any or no reason, without any liability to you.

6. Privacy

Hortonworks' Privacy Policy applies to use of the Website and its terms are incorporated into these Terms of Use by this reference. Additionally, by using the Website, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Website may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted. By using the Website, you consent to have your personal data transferred to, and processed by, Hortonworks.

7. Links to Third Party Websites

This Website may contain links to other independent third-party websites ("Linked Sites") and content (including, without limitation, text, photographs, images, graphics, designs, audio, video, games, applications, software, and files) owned by, or originating from, third parties ("Third Party Content"). Such Linked Sites and Third Party Content are not under Hortonworks' control, and Hortonworks is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. Hortonworks' inclusion of any linked website or third party content on the Website does not imply approval, partnership, or endorsement of such website or content by Hortonworks. If you follow a link to a Linked Site or otherwise access a third party website, you do so solely at your own risk, and Hortonworks' Privacy Policy and other policies and practices, including these Terms of Use, do not apply to your use or access of such Linked Sites. Hortonworks takes no responsibility for third party advertisements or third party applications that are posted on or through the Website, nor does it take any responsibility for the goods or services provided by its advertisers. Reference to any products, services, content, or other information, whether by trade name, trademark, service mark, manufacturer, supplier, or otherwise, does not constitute or imply sponsorship, endorsement, or recommendation by, or any affiliation with, Hortonworks. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

8. Disclaimers

YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE, INCLUDING ANY CONTENT, APPLICATIONS OR MATERIALS PROVIDED BY OR ON THE WEBSITE, ARE PROVIDED ON AN "AS IS" BASIS AND HORTONWORKS HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

HORTONWORKS CANNOT AND DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM THE USE OF THE WEBSITE. HORTONWORKS SPECIFICALLY DOES NOT MAKE ANY CLAIM OR WARRANTY THAT THE SERVICES OR ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE AND ASSUMES NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION, OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ANY CONTENT OR ANY USER COMMUNICATION OR MESSAGE. HORTONWORKS DOES NOT REPRESENT OR WARRANT THAT APPLICATIONS, CONTENT, DATA, OR MATERIALS ON THE WEBSITE OR DOWNLOADED THROUGH THE WEBSITE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE OR THAT THE WEBSITE OR ANY APPLICATIONS OR CONTENT PROVIDED BY HORTONWORKS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ACCORDINGLY, YOU SHOULD ALWAYS EXERCISE CAUTION IN THE USE AND/OR DOWNLOADING OF ANY SUCH APPLICATIONS, CONTENT, DATA, OR MATERIALS AND USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISABLE OR BLOCK VIRUSES, MALWARE, AND OTHER MALICIOUS CODE. YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF ANY OF THE FOREGOING AND ANY DAMAGES TO YOUR MOBILE DEVICE, COMPUTER, DATABASE, OR COMPUTER SYSTEM, ANY LOSS OF DATA, AND ANY OTHER DAMAGE OR HARM OF ANY KIND THAT MAY RESULT FROM ANY OF THE FOREGOING. HORTONWORKS CANNOT AND DOES NOT GUARANTEE THAT ANY DEFECTS, ERRORS OR OMISSIONS WILL BE CORRECTED, REGARDLESS OF WHETHER HORTONWORKS IS AWARE OF THESE DEFECTS, ERRORS OR OMISSIONS.

YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE WEBSITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST HORTONWORKS FOR DISSATISFACTION WITH THE WEBSITE OR ANY CONTENT IS TO STOP USING THE WEBSITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES. TO THE EXTENT APPLICABLE STATE LAW DOES NOT ALLOW THE EXCLUSIONS AND DISCLAIMERS OF WARRANTIES AS SET FORTH IN THIS SECTION, SOME OR ALL OF THE ABOVE EXCLUSIONS AND DISCLAIMERS MAY NOT APPLY TO YOU, IN WHICH CASE ALL WARRANTIES WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. YOU ACKNOWLEDGE THAT THE DISCLAIMERS, LIMITATIONS, AND WAIVERS OF LIABILITY SET FORTH IN THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS OF USE OR YOUR USE OF THE WEBSITE.

9. Limitation of Liability

IN NO EVENT SHALL HORTONWORKS, ITS AFFILIATES, OR ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND/OR ASSIGNS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA, ARISING OUT OF, OR RESULTING FROM, YOUR USE OF THE WEBSITE, EVEN IF HORTONWORKS IS AWARE OF OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THESE TERMS OF USE, HORTONWORKS IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH YOUR USE OF THE WEBSITE OR ANY CONTENT, HORTONWORKS' AGGREGATE LIABILITY, REGARDLESS OF THE FORM OF ACTION, WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (1) THE TOTAL OF ANY SUBSCRIPTION OR SIMILAR FEES WITH RESPECT TO ANY SERVICE OR FEATURE OF OR ON THE WEBSITE PAID IN THE TWELVE MONTHS PRIOR TO THE DATE OF THE INITIAL CLAIM MADE AGAINST HORTONWORKS (BUT NOT INCLUDING THE PURCHASE PRICE FOR ANY HORTONWORKS SOFTWARE PRODUCTS OR SERVICES), OR (2) US \$100.00. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, TO THE EXTENT APPLICABLE STATE LAW DOES NOT ALLOW THE EXCLUSIONS AND LIMITATIONS OF DAMAGES AS SET FORTH THROUGHOUT THIS SECTION AND THESE TERMS OF USE, SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU, IN WHICH CASE HORTONWORKS' LIABILITY TO YOU WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 9 WILL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF CONSIDERATION OR OF AN EXCLUSIVE REMEDY. YOU ACKNOWLEDGE THAT THESE TERMS ARE ENTERED INTO IN RELIANCE UPON THESE LIMITATIONS OF LIABILITY AND THAT ALL SUCH LIMITATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

10. Contribution to Hortonworks

By submitting ideas, feedback, suggestions, documents, and/or proposals ("Contributions") to Hortonworks through its suggestion or feedback webpages, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information of yourself or any third party; (b) Hortonworks is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) Hortonworks shall be entitled to exploit, use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) Hortonworks may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of Hortonworks without any obligation of Hortonworks to you; and (f) you are not entitled to any compensation or reimbursement of any kind from Hortonworks under any circumstances.

11. Indemnity

You agree to indemnify and hold Hortonworks, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any and all demands, losses, damages, costs liability, claims or expenses (including reasonable attorneys' fees and costs of investigation), made against Hortonworks by any third party due to or arising out of or in connection with, (a) your use of the Website, (b) your breach of these Terms of Use, including your breach of any covenant, representation, warranty, term, or condition set forth herein, including, without limitation, the obligations set out in the section "Your Use of the Website," or (c) your violation of any law or regulation or of any third party rights, including infringement, libel, misappropriation, or other violation of any third party's intellectual property or other legal rights.

12. Violation of These Terms of Use; Termination of Access

You agree that Hortonworks may, in its sole discretion and without prior notice, terminate your access to the Website and/or block your future access to the Website if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Website. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Hortonworks, for which monetary damages would be inadequate, and you consent to Hortonworks obtaining any injunctive or equitable relief that Hortonworks deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Hortonworks may have at law or in equity. You agree that Hortonworks will not be liable to you or to any third party for termination of your access to the Website as a result of any violation of these Terms of Use.

You agree that Hortonworks may, in its sole discretion and without prior notice, terminate your access to the Website, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Website or any service offered on or through the Website, or (4) unexpected technical issues or problems.

13. DMCA Notice of Infringement

If you believe that the use or display of any content on the Website infringes any copyright that you own or control, please contact Hortonworks' designated agent for copyright claims at: legal@Hortonworks.com.

When providing notification of alleged infringement of a copyright that you own or control, please provide Hortonworks' designated agent the following information: (a) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Website are covered by a single notification, a representative list of such works on the Website; (b) identification of the material that is claimed to be infringing or the subject of infringing activity and that is to be removed or access to which is to be disabled, including information reasonably sufficient to permit Hortonworks to locate the material; (c) information reasonably sufficient to permit Hortonworks to contact you, including an address, telephone number, and, if available, an electronic mail address at which you may be contacted; (d) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; (e) a statement by you that the information in the notification is accurate, and under penalty of perjury, that you have the authority to enforce the copyrights that are claimed to be infringed; and (f) your physical or electronic signature.

14. Governing Law; Disputes

The internal laws of the State of California, excluding its conflict of laws principles, shall govern these Terms of Use and any dispute between you and Hortonworks or any of its officers, directors, affiliates, or employees. You and Hortonworks hereby consent to and agree to submit to the exclusive jurisdiction of, and venue in, the state and federal courts located within Santa Clara County, California with respect to any dispute arising from your use of the Website or these Terms of Use or any other dispute between you and Hortonworks. Each party irrevocably waives, to the fullest extent permitted by law, any right to trial by jury in the resolution of any dispute arising out of, or relating to, use of the Website and these Terms of Use. You agree that any cause of action you may have arising out of or related to these Terms of Use or the Website must commence within one (1) year after the cause of action accrues; otherwise, such cause of action shall be permanently barred. If Hortonworks does take any legal action against you as a result of your violation of these Terms of Use, Hortonworks will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Hortonworks.

15. Export Control

Content, products, services and software included on or referenced on the Website may be subject to United States export controls. Thus, no Content, products, services or software may be exported or re-exported: (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By accessing the Website and/or Community Forum, you represent and warrant that you are not (i) located in, under the control of, or a national or resident of, any such country

subject to a US Government embargo, or that has been designated a "terrorist supporting country"; or (ii) listed on any US Government list of prohibited, debarred or restricted parties.

16. Miscellaneous

These Terms of Use operate to the fullest extent permissible by applicable law. If any provision of these Terms of Use are deemed to be invalid, void or unenforceable, such provision shall be deemed severed or limited to the minimum extent necessary and the remaining provisions of these Terms of Use shall not be affected and shall remain in full force and effect. These Terms of Use, along with the Privacy Policy, constitute the entire agreement between you and Hortonworks with regard to your use of the Website, and any and all other written or oral agreements, proposals or understandings previously existing between you and Hortonworks with respect to your use of the Website are hereby superseded and cancelled. Hortonworks will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected. The headings used for the sections in these Terms of Use are for convenience and reference purposes only and shall in no way affect the meaning or interpretation of these Terms of Use. Hortonworks' failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by Hortonworks of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between Hortonworks and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties. These Terms of Use and any rights granted hereunder may not be transferred or assigned by you, and any such transfer or assignment shall be void and ineffective. Hortonworks may freely assign these Terms of Use and its rights and obligations hereunder without restriction. The rights and obligations of these Terms of Use shall survive the termination of your use of the Website and any use of Hortonworks services and products. Nothing in these Terms of Use or any action by either party should be interpreted as creating an agency or partnership relationship.

16. Cautionary Statement Regarding Forward-Looking Statements

This website contains forward-looking statements involving risks and uncertainties. Such forward-looking statements generally relate to future events, our ability to increase the number of support subscription customers, the growth in usage of the Hadoop framework, our ability to innovate and develop the various open source projects that will enhance the capabilities of the Hortonworks Data Platform, anticipated customer benefits and general business outlook. In some cases, you can identify forward-looking statements because they contain words such as "may," "will," "should," "expects," "plans," "anticipates," "could," "intends," "target," "projects," "contemplates," "believes," "estimates," "predicts," "potential" or "continue" or similar terms or expressions that concern our expectations, strategy, plans or intentions. You should not rely upon forward-looking statements as predictions of future events. We have based the forward-looking statements contained on this website primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition and prospects. We cannot assure you that the results, events and circumstances reflected in the forward-looking statements will be achieved or occur, and actual results, events, or circumstances could differ materially from those described in the forward-looking statements.

The forward-looking statements made in this website relate only to events as of the date on which the information is posted and we undertake no obligation to update any of the information.

Hortonworks Privacy Policy For Use with the Hortonwork Community Connection Beta

Hortonworks has created this privacy policy (the "Privacy Policy") to demonstrate our commitment to secure and trustworthy Internet commerce and the individual's right to privacy. This Privacy Policy is effective as to data collected regarding all users of www.hortonworks.com (the "Website") and the services available on that site. The terms "Hortonworks," "we," "us," "our," and "ours" refer to Hortonworks Inc. The terms "you," "your," and "yours" refer to the user or viewer of the Website or Forum or user of the services, as applicable.

By using this Website, you consent to the collection and use of information as described herein. Hortonworks reserves the right to make changes periodically to this Privacy Policy at our sole discretion. Changes to the Privacy Policy will be posted on this page. Your continued use of this Website after any such changes constitutes your acceptance of the changes and of the revised Privacy Policy.

No matter where you are located, you consent to the processing and transferring of your information in and to the U.S. and other countries. The laws of the U.S. and other countries governing data collection and use may not be as comprehensive or protective as the laws of the country where you live, utilize the services, or access the Website. Additionally, your information may be made available to government or law enforcement requests.

Use and Purpose of Collected Personally Identifiable Information

The term "Personally Identifiable Information" means your full name, physical address, email address, telephone number, or any other personal information that, alone or in combination with other information, permits third parties to contact you physically or online.

Hortonworks does not knowingly collect or solicit Personally Identifiable Information from anyone under the age of thirteen (13). If we learn that we have inadvertently obtained Personally Identifiable Information from a child under the age of thirteen (13), we will delete that information as soon as practicable. If you believe that a child under the age of thirteen (13) has submitted Personally Identifiable Information in connection with the Website, please contact us at webmaster@hortonworks.com.

On our Website, we collect Personally Identifiable Information knowingly and voluntarily provided by you when you: (1) register for any service of Hortonworks; (2) submit requests, suggestions, or other communications to us via the Website; (3) interact with the Website or Hortonworks in general in any way that submits, releases or displays your Personally Identifiable Information to Hortonworks. Hortonworks may use your Personally Identifiable Information to:

- carry out sales, sales solicitation, shipment of products, delivery of services, completion of orders, and provide other services performed by us or third parties;
- advertise or promote our products or the products of third parties offered through the Website or third party partners to you;
- provide support or respond to inquiries and/or complaints;
- carry out marketing data surveys, statistics and/or analysis;
- create, send and utilize mailing Lists;
- provide system maintenance or handle system malfunctions;
- develop new services and functions;
- contact you regarding your use of the Website or any Hortonworks service;
- carry out identity verification and authentication services; and/or
- other separately and explicitly prescribed purposes.

We may also collect non-Personally Identifiable Information you choose to provide, such as your occupation, affiliated companies, and general location. Additionally, we may collect technical information relating to your mobile phone, mobile device or computer and the way you interact with the Website, such as your IP address, browser type, and aggregate user data. This information is used to identify your internet browser, store your user preferences, authenticate user sessions, provide services, and determine whether you have installed the software necessary to access certain material or applications on the Website. Additionally, we may collect the following information: IP address, host name, domain name, and system and software logs. Hortonworks will use this information to identify, diagnose, and improve the services you have requested.

Hortonworks expressly requests that you do not provide us with any protected health information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Social Security numbers (unless required for payment purposes), information related to racial or ethnic origin, political opinions, religious or other beliefs, health, sexual orientation, criminal background, or trade union membership.

Third Parties Who May Receive Information

We may provide non-Personally Identifiable Information, such as your age, interests, or the way you use the Website, to any third party for any purpose including customizing and targeting advertising messages. Except as set forth in this Privacy Policy, we will not provide your Personally Identifiable Information to third parties without your permission. You consent to Hortonworks sharing your Personally Identifiable Information with third parties for the following purposes:

- we may share information entered by you or collected by Hortonworks as set forth herein via the Website with Hortonworks' partners for marketing purposes;

- we may provide your Personally Identifiable Information to third parties who help facilitate the Website (for example, by providing website development, statistical analyses, data processing, or sending communications to users), but for use solely in connection with facilitating the Website;
- we may provide your Personally Identifiable Information to financial institutions, credit card companies, collection enterprises, and other enterprises that process payments or represent the buyer or seller to facilitate payment owed to us or to a seller when you submit such Personally Identifiable Information for the purposes of effecting a purchase or other financial transaction;
- we may provide your Personally Identifiable Information to employees and contractors who owe us a duty of confidentiality in connection with a legitimate business purpose of Hortonworks;
- we may provide your Personally Identifiable Information to third parties, including, but not limited to, law enforcement agencies, state, local or federal governments, private litigants, and other companies, as may be required to (1) comply with lawful requests such as subpoenas or court orders, (2) comply with applicable state, federal, or local law, (3) prevent fraud or other illegal activities from being perpetrated through the Website, or (4) protect the property, safety, or legal rights of Hortonworks and its users;
- we may provide your Personally Identifiable Information to any third party whom you have consented to receive your Personally Identifiable Information; and
- we may provide your Personally Identifiable Information to affiliated companies or business successors of Hortonworks for the same purposes as stated herein.

By using the Website, software, products, or services, however, you agree to permit Hortonworks to share Personally Identifiable Information and non-Personally Identifiable Information with third parties as expressly set forth herein.

Third Parties Who May Collect Information

The following third parties may collect information through the Website or Community Forum, but (subject to the terms stated in Third Parties Who May Receive Information) such information shall not include Personally Identifiable Information unless you post or publish such Personally Identifiable Information in areas of the Website or Community Forum accessible to other users or the public:

- third parties that help facilitate the Website may, from time to time, collect information through the Website in the course of providing support;
- third parties may collect other information that you voluntarily post or publish through the Website or Community Forum in any way; and/or
- web-crawlers such as Google or Yahoo may collect information through the Website .

The Website may contain links or references to other websites, including third party advertisers and other unaffiliated websites. We are not responsible for the privacy policies of those websites or of advertisers on the Website, and you should read the privacy policies of each website you visit. This Privacy Policy applies only to information collected through the Website.

Sandbox

The "Sandbox" is Hortonworks' self-contained virtual machine, including the Hortonworks Data Platform pre-configured to provide a personal, portable and standalone Hadoop environment. We obtain the following information from users of the Sandbox:

Via registration: The Sandbox registration form requires users of the Sandbox to provide the following information, which includes Personally Identifiable Information: full name, address, email, phone number, company name and role and project time frame.

Via Google Analytics: When you use the Sandbox, we collect certain information via Google Analytics, including but not limited to: referring site/ad source, your activity (for example, what pages visited and for how long), IP address, browser and operating system, source (which will always be the Sandbox IP address), default language set on your computer, your geolocation (by country) and the frequency and amount of time spent in the Sandbox (by IP address). The Google privacy policy can be reviewed by you at: <https://www.google.com/intl/en/policies/privacy/>.

Hortonworks will use the above information for several purposes, including but not limited to the uses specified elsewhere in this Privacy Policy and improving the Sandbox (for example, optimizing for a particular browser or creating other language versions).

Online Security

Hortonworks supports secure online shopping using secure server technology because we want your shopping experience to be simple and safe. Hortonworks will use commercially reasonable measures to safeguard Personally Identifiable Information stored in our servers and databases against loss, theft, and unauthorized disclosure or use. Please be aware that no security measures are perfect, and Hortonworks is under no obligation to use such security measures. Furthermore, we cannot control the actions of third parties with whom you choose to share information. We are therefore not responsible for circumvention of any security measures by third parties or of any unauthorized access or use of your Personally Identifiable Information made by third parties. Any disclosures that you make of your own volition to the Website and/or Community Forum or anyone else are made at your own risk.

If you ask us to delete your Personally Identifiable Information from our records, we will use commercially reasonable efforts to do so while retaining any record necessary to comply with a governmental authority or applicable federal, state, or local law. Even after removal, however, copies of your Personally Identifiable Information may remain viewable in cached or archived pages or if other users have copied or stored such information. If you would like to contact us about the Personally Identifiable Information you have submitted, please contact us at: legal@Hortonworks.com.

Cookies

Non-personal information about your mobile phone, computer, tablet or other device used to access the Website and the way that you interact with the Website may be collected through the use of small text files known as "cookies," which can be downloaded to your mobile phone, computer, or mobile device for record-keeping purposes. These cookies are used to identify your internet browser, authenticate user sessions, provide services, and determine whether you have installed the software necessary to access certain material or applications on the Website. We also use cookies to deliver personalized content, to save you having to re-enter your password repeatedly, to keep track of your shopping cart, and to tailor our information offerings to how you and others use the site. Some cookies remain on your mobile phone, computer or mobile device until they are deleted. You can usually choose to set your browser to remove and/or reject cookies. Please refer to your browser on your chosen device to determine how to delete cookies. If you choose to remove or reject cookies, however, this could affect your ability to access certain features or functionality of our Sites or Services.

Financial Information

Our Website includes order forms that you fill out to request information, products, and services. These forms collect your financial information, such as your banking details or credit card numbers. Hortonworks will use any financial information that you submit solely for billing and payment purposes for that special transaction unless you grant permission for further use.

California Rights

Once a year, users who are California residents may request from us, free of charge, certain information about the Personally Identifiable Information disclosed to third parties for marketing purposes by Hortonworks (if any). Hortonworks will provide a basic report including, as applicable, the type of Personally Identifiable Information that was shared and the names and addresses of all third parties who received such Personally Identifiable Information in the previous calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to legal@hortonworks.com. Hortonworks is under no obligation to provide such reports absent a written request or more than once per calendar year.

Cross Border Transfers

Hortonworks controls the Website from the United States. The Website and the Community Forum may be accessed outside of the United States. However, we may share Personally Identifiable Information and non-Personally Identifiable Information for the purposes set forth in this Privacy Policy with partners who are based outside of the United States.

Miscellaneous

The headings used for the sections in this Privacy Policy are for convenience and reference purposes only and shall in no way affect the meaning or interpretation of this Privacy Policy. The obligations and rights set forth in this Privacy Policy shall survive any termination or expiration of your use of the Website. This Privacy Policy is written in English (U.S.) and to the extent you review any translated version of the Privacy Policy, the English version controls.

Please contact us at legal@Hortonworks.com if you have any questions regarding this Privacy Policy.