

CREDIT AGREEMENT

Dated as of December 22, 2020

among
CLOUDERA, INC.

as Borrower,
THE LENDERS PARTY HERETO

and

CITIBANK, N.A.,
as Administrative Agent and Collateral Agent

CITIBANK, N.A.,
BOFA SECURITIES, INC.

JPMORGAN CHASE BANK, N.A. and
MORGAN STANLEY SENIOR FUNDING, INC.,
as Joint Lead Arrangers and Joint Bookrunners

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This CREDIT AGREEMENT, dated as of December 22, 2020 (including the Schedules and Exhibits hereto and as amended, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), is entered into by and among CLOUDERA, INC., a Delaware corporation (the “Borrower”), the Lenders (as defined in Article I), and CITIBANK, N.A., as administrative agent hereunder (in such capacity, the “Administrative Agent”) and as Collateral Agent hereunder and under the Security and Guarantee Documents for the Lenders.

The Borrower has requested that the Lenders extend credit in the form of Term Loans (such term and each other capitalized term used in this paragraph and not otherwise defined above shall have the meaning assigned to such term in Article I) on the Closing Date in an aggregate principal amount not in excess of \$500.0 million.

The Lenders are willing to extend such credit to the Borrower on the terms and subject to the conditions set forth herein. Accordingly, the parties hereto, intending to be legally bound, agree as follows:

Article I

DEFINITIONS AND ACCOUNTING TERMS

Section 1.01. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Acquired Entity” has the meaning assigned to such term in Section 6.07(i).

“Administrative Agent” has the meaning specified in the preamble hereto, or any successor administrative agent.

“Administrative Questionnaire” means an Administrative Questionnaire in a form supplied by the Administrative Agent.

“Affected Financial Institution” has the meaning assigned to such term in Section 9.18.

“Affiliate” means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“Agent” means Citibank, N.A., in its capacities as Administrative Agent and Collateral Agent.

“Agent’s Account” means the account of the Agent as is designated in writing from time to time by the Agent to the Borrower and the Lenders for such purpose.

“Agreement” has the meaning specified in the preamble hereto.

“All-in Yield” shall mean, as to any Indebtedness, the yield thereon payable by the Borrower to all lenders providing such Indebtedness, as reasonably determined by the Administrative Agent in consultation with the Borrower, whether in the form of interest rate, margin, original issue discount, up-front fees, rate floors or otherwise; provided that original issue discount and up-front fees shall be equated to interest rate assuming a 4-year life to maturity (or, if less, the life of such loans);

provided, further, that with respect to any Indebtedness that includes a “LIBOR floor” or a “Base Rate floor”, (a) to the extent that the LIBOR Rate or Base Rate (without giving effect to any floors in such definitions), as applicable, on the date that the All-in Yield is being calculated is less than such floor, the amount of such difference shall be deemed added to the interest rate margin for such Indebtedness for the purpose of calculating the All-in Yield and (b) to the extent that the LIBOR Rate or Base Rate (without giving effect to any floors in such definitions), as applicable, on the date that the All-in Yield is being calculated is greater than such floor, then the floor shall be disregarded in calculating the All-in Yield; and provided, further, that “All-in Yield” shall not include arrangement, commitment, underwriting, structuring or similar fees and customary consent fees for an amendment paid generally to consenting lenders.

“Annual Compliance Certificate” has the meaning specified in Section 5.07(b).

“Anti-Corruption Laws” means all laws, treaties, rules and regulations of any jurisdiction applicable to the Borrower or any of the Subsidiaries or any of their Affiliates concerning or relating to bribery or corruption (including the United States Foreign Corrupt Practices Act of 1977, as amended).

“Applicable Lending Office” means, with respect to each Lender, such Lender’s Domestic Lending Office in the case of a Base Rate Loan and such Lender’s Eurocurrency Lending Office in the case of a Eurocurrency Rate Loan.

“Applicable Margin” means, with respect to the Term Loans, (x) in the case of Eurocurrency Rate Loans, 2.50% *per annum* and (y) in the case of Base Rate Loans, 1.50% *per annum*.

“Appropriate Lender” means, at any time, with respect to a Facility, a Lender that has a Commitment with respect to such Facility or holds a Term Loan, an Extended Term Loan, any Specified Refinancing Debt or a Specified Incremental Term Loan, as applicable, at such time.

“Approved Fund” means, with respect to any Lender, any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“Arrangers” means Citibank, N.A., BofA Securities, Inc., JPMorgan Chase Bank, N.A. and Morgan Stanley Senior Funding, Inc.

“Asset Sale” means the Disposition (including by way of merger, casualty, condemnation, other event of loss or otherwise) by the Borrower or any of the Restricted Subsidiaries to any Person other than a Loan Party of (a) any Equity Interests of any Restricted Subsidiaries (other than directors’ qualifying shares) or (b) any other assets (including, for the avoidance of doubt, sales of receivables pursuant to any Permitted Receivables Facility) of the Borrower or any of the Restricted Subsidiaries, other than, in the case of either clause (a) or (b), as applicable, Dispositions permitted by Sections 6.11(a), (b), (c), (d), (e), (f), (k), (l), (n), (o), (p), (q) and (r).

“Asset Swap” means a concurrent purchase and sale or exchange of Related Business Assets (or assets which prior to their sale or exchange have ceased to be Related Business Assets of the Borrower or any of the Restricted Subsidiaries) between the Borrower or any of the Restricted Subsidiaries and another Person; provided that the Borrower or such Restricted Subsidiary, as the case may be, receives consideration at least equal to the fair market value (such fair market value to be determined on the date of the contractually agreeing to such transaction) as determined in good faith by the Borrower.

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 9.07), and accepted by the Agent, in substantially the form of Exhibit C or any other form approved by the Agent.

“Available Amount” means, at any time of determination (any such time, the applicable “Reference Time”), an amount equal to, without duplication:

(x) the sum of:

(i) \$50.0 million; plus

(ii) an amount (in no event less than zero) equal to the Borrower’s Aggregate Excess Cash Flow Share; plus

(iii) the Net Cash Proceeds of any Qualified Equity Issuance received by the Borrower after the Closing Date and prior to such Reference Time and at such time Not Otherwise Applied; plus

(iv) the Net Cash Proceeds of any Indebtedness of the Borrower or any Restricted Subsidiary owed or issued to any Person (other than the Borrower or any Restricted Subsidiary) that has been incurred or issued after the Closing Date and prior to such Reference Time and subsequently exchanged or converted into a Qualified Equity Issuance and at such time Not Otherwise Applied; plus

(v) any Declined Amounts; plus

(vi) the aggregate amount of cash and Cash Equivalents received by the Borrower or a Restricted Subsidiary from any sale of any Investment (other than to the Borrower or a Restricted Subsidiary) and cash and Cash Equivalent returns, profits, distributions and similar amounts received by the Borrower or a Restricted Subsidiary on Investments, in each case (x) solely with respect to Investments made in a Person that is not the Borrower or a Restricted Subsidiary and (y) to the extent (1) not already included in Consolidated Net Income, (2) not in excess of the original Investment made and (3) at such time Not Otherwise Applied; plus

(vii) in the event that the Borrower redesignates any Unrestricted Subsidiary as a Restricted Subsidiary after the Closing Date (which, for purposes hereof, shall be deemed to also include (A) the merger, consolidation, liquidation or similar amalgamation of any Unrestricted Subsidiary into the Borrower or any Restricted Subsidiary, so long as the Borrower or such Restricted Subsidiary is the surviving Person, and (B) the transfer of all or substantially all of the assets of an Unrestricted Subsidiary to the Borrower or any Restricted Subsidiary), the fair market value of the net Investment of the Borrower and the Restricted Subsidiaries in such Unrestricted Subsidiary at the time of such redesignation;

minus:

(y) all or any portion of the Available Amount that has been applied prior to such Reference Time to make Investments, Restricted Payments, prepayments, redemptions, purchases, defeasements or other satisfactions prior to the scheduled maturity of any Junior Financings or for any other purpose permitted hereunder.

“Available Tenor” has the meaning assigned to such term in Section 2.08.

