

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);