SNOWFLAKE TERMS OF SERVICE

VERSION DATE: May 19, 2021

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR ACCESSING OR USING ANY SERVICE, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE ANY SERVICE. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU.

IF YOU ARE USING ANY SERVICE AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, THEN YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND SUCH ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO DO SO. THE RIGHTS GRANTED UNDER THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUCH AUTHORIZED PERSONNEL.

<u>AGREEMENT</u>

This Snowflake Terms of Service ("**Agreement**") is entered into by and between Snowflake (as defined below) and the entity or person placing an order for or accessing any Service ("**Customer**" or "**you**"). This Agreement consists of the terms and conditions set forth below and any attachments, addenda or exhibits referenced in the Agreement, and any Order Forms and SOWs (as defined below) that reference this Agreement.

The "**Effective Date**" of this Agreement is the date which is the earlier of (a) Customer's initial access to any Service (as defined below) through any online provisioning, registration or order process or (b) the effective date of the first Order Form or Reseller Order Form, as applicable, referencing this Agreement. This Agreement will govern Customer's initial purchase on the Effective Date as well as any future purchases made by Customer that reference this Agreement.

Purchase from Reseller: Customer may procure use of any Service from an authorized reseller of Snowflake ("**Reseller**") pursuant to a separate Reseller Order Form that references this Agreement. Customer's use of any Service procured through a Reseller will be subject to the terms of this Agreement and all fees payable for such use shall be payable pursuant to the terms set forth in the Reseller Order Form.

Modifications to this Agreement: From time to time, Snowflake may modify this Agreement. Unless otherwise specified by Snowflake, changes become effective for Customer upon renewal of the then-current Subscription Term (as defined below) or entry into a new Order Form after the updated version of this Agreement goes into effect. Snowflake will use reasonable efforts to notify Customer of the changes through communications via Customer's Account (as defined below), email or other means. Customer may be required to click to accept or otherwise agree to the modified Agreement before renewing a Subscription Term or entering into a new Order Form, and in any event continued use of any Service after the updated version of this Agreement goes into effect will constitute Customer's acceptance of such updated version.

1. USE OF SERVICE

1.1. Service Provision and Access; Client Software. Snowflake will make the Service available to Customer for the Subscription Term solely for use by Customer and its Users in accordance with the terms and conditions of this Agreement, the Documentation, and the Order Form. Customer may permit its Contractors and Affiliates to serve as Users provided that any use of the Service by each such Contractor or Affiliate is solely for the benefit of Customer or such Affiliate. Customer shall be responsible for each User's compliance with this Agreement. To the extent use of a Service requires Customer to install Client Software, Snowflake grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive license during the Subscription Term to use the object code form of the Client Software internally in connection with Customer's and its Affiliates use of the Service, subject to the terms and conditions of this Agreement and the Documentation.

1.2. Affiliates. Customer Affiliates may purchase services from Snowflake or a Snowflake Affiliate by executing an Order Form or SOW which is governed by the terms of this Agreement. This will establish a new and separate agreement between the Customer Affiliate and the Snowflake entity signing such Order Form. If the Customer Affiliate resides in a different country than Customer, then the Order Form may include modifications to terms applicable to the

transaction(s) (including but not limited to tax terms and governing law).

1.3. **Compliance with Applicable Laws.** Snowflake will provide the services in accordance with its obligations under laws and government regulations applicable to Snowflake's provision of the services to its customers generally, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of technical or personal data, without regard to Customer's particular use of the services and subject to Customer's use of the services in accordance with this Agreement.

1.4. Sample Data; Third Party Applications. Snowflake may make Sample Data available for Customer. Customer acknowledges that Sample Data is example data only, which may not be complete, current, or accurate. Customer will not (and will not permit any third party to) copy or export any Sample Data and agrees that Snowflake may delete or require Customer to cease using Sample Data at any time upon advance notice. Snowflake may also provide URL links or interconnectivity within the Service to facilitate Customer's use of Third Party Applications, at Customer's sole discretion. Notwithstanding the foregoing, any procurement or use of Third Party Applications is solely between Customer and the applicable third party and Snowflake will have no liability for such

Third Party Applications.

1.5. Customer-Controlled Data Sharing Functionality.

(a) Generally. The Service includes the capability for Customer, at its option and in its sole discretion, to share Customer Data with other Customer-designated Snowflake customers and/or Read Only Users (as defined below), and to access or use data from other Snowflake customers, as further described in the Documentation. The Snowflake customer sharing its data is a "Provider," and the Snowflake customer accessing or using shared data is a "Consumer."

(b) When Customer is Provider. Provider may, at its option and in its sole discretion, grant Consumer access to designated sets of Provider's Customer Data as further described in the Documentation. Provider acknowledges and agrees that: (1) Consumers will have the access designated by Provider (including to view, download, and query the Customer Data) and that it is Provider's sole responsibility to evaluate any risks related to its sharing of Customer Data with Consumers; and (2) Snowflake has no control over, and will have no liability for, any acts or omissions of any Consumer with respect to Provider's sharing of Customer Data. At all times Provider remains responsible for its Customer Data as set forth in the Agreement.

(c) When Customer is Consumer. By accessing or using Provider's data, Consumer acknowledges that (1) Snowflake has no liability for such data or Consumer's use of such data, (2) Snowflake may collect information about Consumer's use of and access to the Service and to Provider's data (including identifying Consumer in connection with such information) and share it with Provider.

(d) Reader Accounts. When Customer is Provider, Customer may, at its option and in its sole discretion (using a mechanism provided by Snowflake) authorize third party entities that are not currently Snowflake customers ("**Read Only Consumers**") to access a read-only account on the Snowflake Service as further described in the Documentation **("Reader Accounts")** solely to consume Customer Data shared by Customer; provided that: (1) Customer shall be responsible for paying for any usage of the Reader Accounts; (2) Users authorized to access the Reader Account **("Read Only Users")** shall be prohibited from uploading any data into the Reader Accounts; (3) such Read Only Users must submit support requests only as set forth in the Snowflake Support Policy; (4) Customer represents that it has the right to share with Snowflake any personal information about Read Only Users that Customer provides to Snowflake; (5) Customer shall be responsible for any acts or omissions on the part of Read Only Users in their use of the Reader Accounts as if they were acts or omissions of Customer; and (6) the following sentence is added to Section 11.2 of the Agreement: "Customer will defend, indemnify, and hold harmless Snowflake from and against any and all claims, costs, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) brought by any Read Only Consumers or Read Only Users or arising from or relating to any acts or omissions by Read Only Consumers or Read Only Users in their use of the Reader Accounts."

1.6. General Restrictions. Customer will not (and will not permit any third party to): (a) sell, rent, lease, license, distribute, provide access to, sublicense, or otherwise make available any Service (or Deliverables, if applicable) to a third party (except as set forth in the Documentation for Service features expressly intended to enable Customer to provide its third parties with access to Customer Data, or the SOW, as applicable) or in a service bureau or outsourcing offering; (b) use any Service to provide, or incorporate any Service

into, any general purpose data warehousing service for the benefit of a third party; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to any Service, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Snowflake); (d) remove or obscure any proprietary or other notices contained in any Service; or (e) use any services in violation of the Acceptable Use Policy.

1.7. Preview Service Terms. Snowflake may make available to Customer certain products, features, services, software, regions or cloud providers that are not yet generally available, including such products, features, services, software, regions or cloud providers that are labeled as "private preview," "public preview," "pre-release" or "beta" (collectively, "**Previews**"). Customer may access and use Previews solely for its internal evaluation purposes and in accordance with the Preview Terms. In the event of any conflict between this Agreement and the Preview Terms, the Preview Terms shall govern and control solely with respect to the Previews.

2. CUSTOMER DATA

2.1. Rights in Customer Data. As between the parties, Customer or its licensors retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data and any modifications made thereto in the course of the operation of the Service as provided to Snowflake. Subject to the terms of this Agreement, Customer hereby grants to Snowflake and its Affiliates a non-exclusive, worldwide, royalty-free right to process the Customer Data solely to the extent necessary to provide the services to Customer, to prevent or address service or technical problems with the services, or as may be required by law.

2.2. Use Obligations.

(a) In General. Customer's use of the services and all Customer Data will comply with applicable laws and government regulations. Customer is solely responsible for the accuracy, content and legality of all Customer Data. Customer warrants that Customer has and will have sufficient rights in the Customer Data to grant the rights to Snowflake under this Agreement and that the Customer Data will not violate the rights of any third party.

(b) HIPAA Data. Customer agrees not to upload to any Service any HIPAA Data unless Customer has entered into BAA with Snowflake. Unless a BAA is in place, Snowflake will have no liability under this Agreement for HIPAA Data, notwithstanding anything to the contrary in this Agreement or in HIPAA or any similar federal or state laws, rules or regulations. If Customer is permitted to submit HIPAA Data to a Service, then Customer may submit HIPAA Data to Snowflake and/or the Service only by uploading it as Customer Data. Upon mutual execution of the BAA, the BAA is incorporated by reference into this Agreement and is subject to its terms.

2.3. Data Privacy. The parties shall comply with the DPA.

3. SECURITY. The parties shall comply with the Security Addendum.

4. INTELLECTUAL PROPERTY

4.1. Snowflake Technology. Customer agrees that Snowflake or its suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Service, all Documentation and Client Software, any Deliverables, and any and all related and underlying technology and documentation; and any derivative works, modifications, or improvements of any of the foregoing, including any Feedback that may be incorporated (collectively, "**Snowflake Technology**"). Except for the express limited rights set forth in this Agreement, no right, title or interest in any Snowflake Technology is granted to Customer. Further, Customer acknowledges that the Service is

offered as an online, hosted solution, and that Customer has no right to obtain a copy of the underlying computer code for any Service, except (if applicable) for the Client Software in object code format. Notwithstanding anything to the contrary herein, Snowflake may freely use and incorporate into Snowflake's products and services any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Customer or by any users of the Services relating to Snowflake's products or services ("**Feedback**").

4.2. Usage Data. Notwithstanding anything to the contrary in this Agreement, Snowflake may collect and use Usage Data to develop, improve, support, and operate its products and services. Snowflake may not share any Usage Data that includes Customer's Confidential Information with a third party except (i) in accordance with Section 5 (Confidentiality) of this Agreement, or (ii) to the extent the Usage Data is aggregated and anonymized such that Customer and Customer's Users cannot be identified.

4.3. Marketing. Snowflake may use and display Customer's name, logo, trademarks, and service marks on Snowflake's website and in Snowflake's marketing materials in connection with identifying Customer as a customer of Snowflake. Upon Customer's written request, Snowflake will promptly remove any such marks from Snowflake's website and, to the extent commercially feasible, Snowflake's marketing materials. If Snowflake requests, Customer agrees to participate in a case study, press release and/or cooperate with Snowflake in speaking to the media, and to speak at a future Snowflake event.

5.   CONFIDENTIALITY. Each party (as "**Receiving Party**") will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the other party (the "**Disclosing Party**") for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. If Receiving Party is required by law or court order to disclose Confidential Information, then Receiving Party shall, to the extent legally permitted, provide Disclosing Party with advance written notification and cooperate in any effort to obtain confidential treatment of the Confidential Information. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

6.   FEES AND PAYMENT; TAXES; PAYMENT DISPUTES

6.1. Fees and Payment. All Fees and payment terms are as set forth in the applicable Order Form. Except as expressly set forth in this Agreement, all payment obligations are non-cancelable and Fees are non-refundable. If Customer issues a purchase order upon entering into an Order Form, then: (i) any such purchase order submitted by Customer is for its internal purposes only, and Snowflake rejects, and in the future is deemed to have rejected, any purchase order terms to the extent they add to or conflict in any way with this Agreement or the applicable Order Form and such additional or conflicting terms will have no effect, (ii) it shall be without limitation to Snowflake's right to collect Fees owing

hereunder, (iii) it shall be for the total Fees owing under the applicable Order Form, and (iv) on request, Snowflake will reference the purchase order number on its invoices (solely for administrative convenience), so long as Customer provides the purchase order at least ten (10) business days prior to the invoice date.

6.2. Taxes. Fees do not include Taxes. Customer is responsible for paying all Taxes associated with its purchases hereunder including without limitation all use or access of the Service by its Users. If Snowflake has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, Snowflake will invoice Customer and Customer will pay that amount unless Customer provides Snowflake with a valid tax exemption certificate authorized by the appropriate taxing authority. Taxes will not be deducted from payments to Snowflake, except as required by applicable law, in which case Customer will increase the amount payable as necessary so that, after making all required deductions and withholdings, Snowflake receives and retains (free from any liability for Taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made. Upon Snowflake's request, Customer will provide to Snowflake its proof of withholding tax remittance to the respective tax authority. Where applicable, Customer will provide its VAT/GST Registration Number(s) on the Order Form to confirm the business use of the ordered services.

6.3. Payment Disputes. Snowflake will not exercise its rights under Section 7.2 (Termination for Cause) or Section 7.5(a) (Suspension of Service) with respect to non-payment by Customer if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute. If the parties are unable to resolve such a dispute within thirty (30) days, each party shall have the right to seek any remedies it may have under this Agreement, at law or in equity, irrespective of any terms that would limit remedies on account of a dispute. For clarity, any undisputed amounts must be paid in full.

6.4 Reseller Orders. If Customer has procured the Service, support or Technical Services through a Snowflake-authorized distributor, referral partner or reseller ("**Reseller**"), then different terms regarding invoicing, payment and taxes may apply as specified between Customer and its Reseller. Customer acknowledges that: (a) Snowflake may share information with the Reseller related to Customer's use and consumption of the Service, support or Technical Services; (b) the termination provisions below will also apply if Customer's Reseller fails to pay applicable fees; and (c) Reseller is not authorized to make any changes to this Agreement or otherwise authorized to make any warranties, representations, promises or commitments on behalf of Snowflake or in any way concerning the Service, support or Technical Services.

7.   TERM AND TERMINATION

7.1. Term. This Agreement is effective as of the Effective Date and will remain in effect until terminated in accordance with its terms. If there is no SOW, Order Form or Retrieval Right currently in effect, either party may terminate this Agreement upon written notice to the other party. Each Order Form will terminate upon expiration of the applicable Subscription Term, unless expressly stated otherwise therein or in this Agreement.

7.2. Termination for Cause. Either party may terminate this Agreement (including all related Order Forms) if the other party (a) fails to cure any material breach of this Agreement (including a failure to pay Fees) within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under

any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party and is not dismissed within 60 days. Except where an exclusive remedy is specified, the exercise of either party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise. For any termination of this Agreement by Customer for cause in accordance with Section 7.2(a), Customer shall be entitled to a refund of any unused Fees Customer has pre-paid for the Service purchased hereunder.

7.3. Effect of Termination; Customer Data Retrieval. Upon written notice to Snowflake or Reseller (if applicable), Customer will have up to thirty (30) calendar days from termination or expiration of this Agreement to access the Service solely to the extent necessary to retrieve Customer Data ("**Retrieval Right**"). If Customer exercises its Retrieval Right, this Agreement and the applicable Order Form shall continue in full force and effect for the duration of the Retrieval Right. Snowflake shall have no further obligation to make Customer Data available after termination of this Agreement and shall thereafter promptly delete Customer Data. After the Retrieval Right period, Customer will have no further access to Customer Data and shall cease use of and access to the Service (including any related Snowflake Technology) and delete all copies of Client Software, Documentation, any Service passwords or access codes, and any other Snowflake Confidential Information in its possession.

7.4. Survival. The following Sections will survive any expiration or termination of this Agreement: 1.6 (General Restrictions), 4 (Intellectual Property), 5 (Confidentiality), 6.1 (Fees and Payment), 6.2 (Taxes), 7 (Term and Termination), 8.2 (Warranty Disclaimer), 11 (Indemnification), 12 (Limitation of Remedies and Damages), 13 (General Terms), and 14 (Definitions).

7.5. Suspension of Service In addition to any of its other rights or remedies (including, without limitation, any termination rights) set forth in this Agreement, Snowflake reserves the right to suspend provision of services; (a) if Customer (or Customer's Reseller, if applicable) is thirty (30) days or more overdue on a payment, (b) if Snowflake deems such suspension necessary as a result of Customer's breach of Sections 1.6 (General Restrictions) or 2.2 (Use Obligations), (c) if Snowflake reasonably determines suspension is necessary to avoid material harm to Snowflake or its other customers, including if the Service is experiencing denial of service attacks, mail flooding, or other attacks or disruptions outside of Snowflake's control, or (d) as required by law or at the request of governmental entities.

8.   WARRANTY

8.1. Service Warranty. Snowflake warrants that: (a) each Service will operate in substantial conformity with the applicable Documentation and (b) Technical Services and Deliverables will be provided in a professional and workmanlike manner and substantially in accordance with the specifications in the applicable SOW. If Snowflake is not able to correct any reported non-conformity with this warranty, either party may terminate the applicable Order Form or Statement of Work (as applicable, and Customer, as its sole remedy, will be entitled to receive a refund of any unused Fees that Customer has pre-paid for the applicable Service or Technical Services purchased thereunder. This warranty will not apply if the error or non-conformance was caused by misuse of the Service or Deliverables, modifications to the Service or Deliverables by Customer or any third-party, or third-party hardware, software, or services used in connection with the Service.

For Technical Services and Deliverables, this warranty will not apply unless Customer provides written notice of a claim within thirty (30) days after expiration of the applicable Statement of Work.

8.2. Mutual Warranty. Each party warrants that it has validly entered into this Agreement and has the legal power to do so.

8.3. Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH SERVICE, THE CLIENT SOFTWARE, SAMPLE DATA, AND ALL TECHNICAL SERVICES AND SUPPORT ARE PROVIDED "AS IS" AND SNOWFLAKE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SNOWFLAKE DOES NOT WARRANT THAT THE USE OF ANY SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES SNOWFLAKE WARRANT THAT IT WILL REVIEW THE CUSTOMER DATA FOR ACCURACY.

9.   SUPPORT AND AVAILABILITY.
During a Subscription Term, Snowflake will provide Customer the level of support for the Service specified in the applicable Order Form, in accordance with the Support Policy.

10.   TECHNICAL SERVICES.

10.1. **Provision of Technical Services.** Snowflake will perform the Technical Services for Customer as set forth in each applicable Statement of Work, subject to the terms and conditions of the Agreement. The Snowflake personnel that Snowflake assign to perform the Technical Services will be professional and qualified in the performance of the applicable Technical Services. If Customer, in its reasonable judgement, believes that Snowflake personnel assigned to a project do not meet the requirements in this Section, Snowflake will in good faith discuss alternatives and will replace Snowflake personnel as reasonably necessary. Where expressly stated in an SOW, Snowflake will not remove Personnel expressly named in the SOW without the prior written permission of Customer.

10.2 Assistance. Customer acknowledges that timely access to applicable Customer Materials (defined below), resources, personnel, equipment or facilities is necessary for the provision of Technical Services. Customer agrees to provide such access and to reasonably cooperate with Snowflake during a Technical Services project. Snowflake will have no liability for any delay or deficiency to the extent resulting from Customer's breach of its obligations under this Section 10.

10.3 **Customer Materials**. Customer hereby grants Snowflake a limited right to use any materials provided to Snowflake in connection with Technical Services projects (the "**Customer Materials**") solely for the purpose of providing Technical Services to Customer. Customer will retain any of its rights (including all intellectual property rights) in and to the Customer Materials. Snowflake will treat Customer Materials subject to the confidentiality obligations under Section 5 (Confidentiality). Customer warrants that Customer has and will have sufficient rights in the Customer Materials to grant the rights to Snowflake under this Agreement and that the Customer Materials will not violate the rights of any third party rights.

10.4 Access to Customer Data under an SOW With respect to access to any Customer Data under an SOW, Customer is solely responsible for ensuring that both the duration and scope of access is strictly limited to the access required under the specific SOW. Customer agrees that it will not grant Snowflake access to Customer Data unless specifically required and noted in an SOW, and only during the term of the applicable Technical Services project. Unless otherwise specified in a SOW, Customer must ensure that (a) any access to Customer Data that it grants is limited to read-only access

in Customer's development environment for the Snowflake Service (and Customer will not grant access to any other environment, such as its test, prod or disaster recovery) and (b) Customer will not grant access to any Customer Data that is unencrypted or contains personal data. To the extent access to Customer Data is granted, Customer will provide Snowflake with: (i) secure Customer workstations and networks for accessing Customer Data that are monitored, managed, configured, supported and maintained by Customer and (ii) unique user ID/passwords to each Snowflake resource that requires access to Customer Data, and these credentials will be solely managed by Customer.

10.5 License to Deliverables. The Technical Services Snowflake performs (e.g., providing guidance on configuring the Snowflake Service), and the resulting Deliverables are generally applicable to Snowflake's business and are part of Snowflake Technology. Subject to the terms and conditions of the Agreement (including the restriction in Section 1.6 (General Restrictions)), Snowflake hereby grants Customer a limited, non-exclusive, royalty-free, non-transferable worldwide license to use the Deliverables internally solely in connection with such Customer's use of the Snowflake Service during the period in which such Customer has valid access to the Snowflake Service. The parties may mutually agree to SOWs with additional terms and restrictions related to the use of Deliverables provided as part of that project, in which case those terms and restrictions will also apply for purposes of those Deliverables only.

10.6 Change Orders; Other Terms. Customer may submit written requests to Snowflake to change the scope of Technical Services under an existing Statement of Work. Snowflake will promptly notify Customer if it believes that the requested change requires an adjustment to the fees, schedule, assumptions or scope for the performance of the Technical Services. Neither party is bound by a change request unless agreed in writing by both parties pursuant to a mutually executed amendment or change order (each, a "Change Order"). Snowflake will continue to perform Technical Services pursuant to the existing Statement of Work unless the parties mutually agree to such amendment or change order. Snowflake may use subcontractors to deliver Technical Services but will remain responsible for their performance of those Technical Services under the applicable terms and conditions of this Agreement. For clarity, Customer will be responsible for any consumption and other fees for the Service that are generated as part of the Technical Services.

11. INDEMNIFICATION

11.1. Indemnification by Snowflake. Snowflake will defend Customer against any claim by a third party alleging that any Service or Deliverable, when used in accordance with this Agreement, infringes any intellectual property right of such third party and will indemnify and hold harmless Customer from and against any damages and costs awarded against Customer or agreed in settlement by Snowflake (including reasonable attorneys' fees) resulting from such claim. If Customer's use of the Service or Deliverable results (or in Snowflake's opinion is likely to result) in an infringement claim, Snowflake may either: (a) substitute functionally similar products or services; (b) procure for Customer the right to continue using the Service or Deliverable; or if (a) and (b) are not commercially reasonable, (c) terminate this Agreement, or the applicable Order Form or SOW and refund to Customer the unused Fees that Customer has pre-paid for the applicable Service or Deliverable. The foregoing indemnification obligation of Snowflake will not apply to the extent the applicable claim is attributable to: (1) the modification of the Service or Deliverable by any party other than Snowflake or based on Customer's specifications or requirements;

(2) the combination of the Service or Deliverable with products or processes not provided by Snowflake; (3) any use of the Service or Deliverables in non-conformity with this Agreement; or (4) any action arising as a result of Customer Data, or any deliverables or components not provided by Snowflake. This Section sets forth Customer's sole remedy with respect to any claim of intellectual property infringement.

11.2. Indemnification by Customer. Customer will defend Snowflake against any claim by a third party arising from or relating to any Customer Data, Customer Materials or any Customer-offered product or service used in connection with the Service and will indemnify and hold harmless Snowflake from and against any damages and costs awarded against Snowflake or agreed in settlement by Customer (including reasonable attorneys' fees) resulting from such claim.

11.3. Indemnification Procedures. In the event of a potential indemnity obligation under this Section 11, the indemnified party will: (i) promptly notify the indemnifying party in writing of the claim, (ii) allow the indemnifying party the right to control the investigation, defense and settlement (if applicable) of such claim at the indemnifying party's sole cost and expense, and (iii) upon request of the indemnifying party, provide all necessary cooperation at the indemnifying party's expense. Failure by the indemnified party to notify the indemnifying party of a claim under this Section 11 shall not relieve the indemnifying party of its obligations under this Section 11, however the indemnifying party shall not be liable for any litigation expenses that the indemnified party incurred prior to the time when notice is given or for any damages and/or costs resulting from any material prejudice caused by the delay or failure to provide notice to the indemnifying party in accordance with this Section. The indemnifying party may not settle any claim that would bind the indemnified party to any obligation (other than payment covered by the indemnifying party or ceasing to use infringing materials) or require any admission of fault by the indemnified party, without the indemnified party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. Any indemnification obligation under this Section 11 will not apply if the indemnified party settles or makes any admission with respect to a claim without the indemnifying party's prior written consent.

12. LIMITATION OF REMEDIES AND DAMAGES. EXCEPT AS TO "EXCLUDED CLAIMS," TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT:

(A) NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, COSTS OF DELAY, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE;

(B) SUBJECT TO SUBSECTION (C) BELOW, EACH PARTY'S AND ITS AFFILIATES' TOTAL LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS IN THE AGGREGATE (FOR DAMAGES OR LIABILITY OF ANY TYPE), SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE TO SNOWFLAKE IN THE PRIOR 12 MONTHS UNDER THE APPLICABLE ORDER FORM(S) OR SOW TO WHICH SUCH LIABILITY RELATES ("**GENERAL LIABILITY CAP**");

(C) IN THE CASE OF "DATA PROTECTION CLAIMS," EACH PARTY'S AND ITS AFFILIATES' TOTAL LIABILITY TO THE

OTHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS IN THE AGGREGATE (FOR DAMAGES OR LIABILITY OF ANY TYPE) SHALL NOT EXCEED TWO TIMES (2X) THE "GENERAL LIABILITY CAP";

(D) IN NO EVENT SHALL EITHER PARTY (OR ITS RESPECTIVE AFFILIATES) BE LIABLE FOR THE SAME EVENT UNDER BOTH THE GENERAL LIABILITY CAP AND THE DATA PROTECTION CLAIMS CAP. SIMILARLY, THOSE CAPS SHALL NOT BE CUMULATIVE; IF A PARTY (AND/OR ITS AFFILIATES) HAS ONE OR MORE CLAIMS SUBJECT TO EACH OF THOSE CAPS, THE MAXIMUM TOTAL LIABILITY FOR ALL CLAIMS IN THE AGGREGATE SHALL NOT EXCEED THE DATA PROTECTION CLAIMS CAP;

(E) THE PARTIES AGREE THAT THIS SECTION 12 WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE; AND

(F) THE APPLICABLE MONETARY CAPS SET FORTH IN THIS SECTION 12 SHALL APPLY ACROSS THIS AGREEMENT AND ANY AND ALL SEPARATE AGREEMENT(S) ON AN AGGREGATED BASIS, WITHOUT REGARD TO WHETHER ANY INDIVIDUAL CUSTOMER AFFILIATES HAVE EXECUTED A SEPARATE AGREEMENT IN ACCORDANCE WITH SECTION 1.2 (AFFILIATES).

13. GENERAL TERMS

13.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement without the advance written consent of the other party, except that either party may assign this Agreement in its entirety in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such party's assets or voting securities to such party's successor; and Snowflake may assign this Agreement in its entirety to any Affiliate. Each party shall promptly provide notice of any such assignment. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section will be null and void.

13.2. Severability; Interpretation. If a court of competent jurisdiction holds any provision of this Agreement to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect. Section headings are inserted for convenience only and shall not affect the construction of the agreement.

13.3. Dispute Resolution. Each party agrees that before it seeks any form of legal relief (except for a provisional remedy as explicitly set forth below) it shall provide written notice to the other party of the specific issue(s) in dispute (and reference the relevant provisions of the contract between the parties which are allegedly being breached). Within thirty (30) days after such notice, knowledgeable executives of the parties shall hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith, to resolve the dispute. The parties agree to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation or arbitration, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law or judicial decision. The dispute resolution procedures in this Section shall not apply to claims subject to indemnification under Section 11 (Indemnification) or prior to a party

seeking a provisional remedy related to claims of misappropriation or ownership of intellectual property, trade secrets or Confidential Information.

13.4. Governing Law; Jurisdiction and Venue; Snowflake Affiliate. This Agreement will be governed by the laws of the State of Delaware and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods; and the jurisdiction and venue for actions related to the subject matter hereof will be the state and federal courts located in New Castle County, Delaware and both parties hereby submit to the personal jurisdiction of such courts. While the Snowflake entity contracting with Customer or the Customer Affiliate remains fully liable and responsible for all Snowflake obligations under this Agreement, the parties acknowledge that certain obligations under this Agreement may be fulfilled by other Snowflake's Affiliates, including, but not limited to, Snowflake Inc.

13.5. Notice. Any notice or communication required or permitted under this Agreement will be in writing to the parties at the addresses set forth in this Agreement or at such other address as may be given in writing by either party to the other in accordance with this Section and will be deemed to have been received by the addressee: (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch; (iii) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail; or (iv) if given by email, immediately upon receipt. Notwithstanding the foregoing, except for notices pertaining to non-payment and except as otherwise expressly permitted in this Agreement or in an Order Form, notices related to termination of this Agreement or any claims (including without limitation breach, warranty or indemnity) may not be given via email. Email notifications to Snowflake shall be to legalnotices@snowflake.com.

13.6. Amendments; Waivers. No supplement, modification, or amendment of this Agreement will be binding, unless executed in writing by a duly authorized representative of each party to this Agreement, except as expressly set forth herein. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No terms or conditions stated in a Customer purchase order, vendor onboarding process or web portal, or any other Customer order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void, notwithstanding any language to the contrary therein, whether signed before or after this Agreement.

13.7. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Snowflake may change and update any Service (in which case Snowflake may update the applicable Documentation accordingly), subject to the warranty in Section 8.1 (Service Warranty).

13.8. Third Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

13.9. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control, including but not limited to acts of God, labor disputes or other industrial

disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war.

13.10. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent and neither party's employees are eligible for any form or type of benefits, including, but not limited to, health, life or disability insurance, offered by the other party to its employees.

13.11. Export Control. Customer agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (i) Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (ii) Customer will not (and will not permit any third parties to) access or use any Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) Customer will not submit to any Service any information that is controlled under the U.S. International Traffic in Arms Regulations.

13.12. Federal Government End Use Provisions. Snowflake provides the Service, including all related software and, to the extent applicable the Snowflake Technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Snowflake to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

13.13. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will be considered one and the same agreement.

14. RESELLER ORDERS. Customer may procure the Service directly from Reseller pursuant to a separate agreement that includes the Reseller Order Form and other commercial terms (a "Reseller Arrangement"). Snowflake will be under no obligation to provide the Service to Customer under a Reseller Arrangement if it has not received a Reseller Order Form for Customer. Reseller is not authorized to make any changes to this Agreement or otherwise authorized to make any warranties, representations, promises or commitments on behalf of Snowflake or in any way concerning the Service. If Customer procured the Service through a Reseller Arrangement, then Customer agrees that Snowflake may share certain Service Data with Reseller related to Customer consumption of the Service.

15. DEFINITIONS

"**Acceptable Use Policy**" means Snowflake's acceptable use policy, made available at https://www.snowflake.com/legal/.

"**Account**" means Customer's account in the applicable Service in which Customer stores and processes Customer Data.

"**Affiliate**" means an entity that, directly or indirectly, owns or controls, is owned or is controlled by, or is under common ownership or control with a party. As used herein, "control" means the power to direct the management or affairs of an entity and "ownership" means the beneficial ownership of more than fifty percent (50%) of the voting equity securities or other equivalent voting interests of an entity.

"**BAA**" means a business associate agreement governing the parties' respective obligations with respect to any HIPAA Data uploaded by Customer to the Service in accordance with the terms of this Agreement.

"**Client Software**" is any desktop client software included in the applicable Service that is made available to Customer by Snowflake for installation on end user computers.

"**Confidential Information**" shall mean all information that is identified as confidential at the time of disclosure by the Disclosing Party or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. All Customer Data will be deemed Confidential Information of Customer without any marking or further designation. All Snowflake Technology and the terms and conditions of this Agreement will be deemed Confidential Information of Snowflake without any marking or further designation. Confidential Information shall not include information that the Receiving Party can demonstrate: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information.

"**Contractor**" means the independent contractors and consultants permitted by Customer to serve as Users of the Service.

"**Customer Data**" means any data or data files of any type that are uploaded by or on behalf of Customer to the Service for storage in a data repository.

"**Data Protection Claims**" means any claims arising from a party's breach of Section 2.3 (Data Privacy), Section 3 (Security), or Section 5 (Confidentiality), where such breach results in the unauthorized disclosure of Customer Data, or breach of Section 2.2 (Use Obligations).

"**Deliverables**" means the guides, code (including SQL queries) or other deliverables that Snowflake provides to Customer in connection with Technical Services. For clarity, Snowflake may use compilers, assemblers, interpreters and similar tools to develop Deliverables. The term "Deliverables" does not include such tools.

"**Disclosing Party**" is defined in Section 5 (Confidentiality).

"**Documentation**" means Snowflake's technical documentation and usage guides for the applicable Service made available at https://docs.snowflake.net or through the Service.

"**DPA**" means the Customer Data Processing Addendum, made available at https://www.snowflake.com/legal/.

"**Excluded Claims**" means (a) a party's breach of its obligations in Section 5 (Confidentiality) (but excluding obligations and/or claims relating to Customer Data); (b) either party's express obligations under Section 11 (Indemnification); and (c) liability which, by law, cannot be limited.

"**Feedback**" is defined in Section 4.1 (Snowflake Technology).

"**Fees**" means the fees payable by Customer for the applicable Service or Technical Services, as set forth in an Order Form or Statement of Work. For Technical Services, the term Fees also includes travel, lodging, meal and other expenses incurred in the course of providing Technical Services, but only if the applicable SOW specifies that expenses are reimbursable.

"**HIPAA**" means the Health Insurance Portability and Accountability Act, as amended and supplemented.

"**HIPAA Data**" means any patient, medical or other protected health information regulated by HIPAA or any similar federal or state laws, rules or regulations.

"**Order Form**" means the Snowflake ordering document (and/or an SOW, if applicable) executed by both Customer and Snowflake which specifies the services being provided by Snowflake and that is governed by this Agreement.

"**Preview Terms**" means the Preview Terms located at www.snowflake.com/legal.

"**Reader Accounts**", "**Read Only Consumers**", and "**Read Only Users**" are respectively as defined in Section 1.4(d) (Reader Accounts).

"**Receiving Party**" is defined in Section 5 (Confidentiality).

"**Retrieval Right**" is defined in Section 7.3 (Effect of Termination; Customer Data Retrieval).

"**Sample Data**" means any data (including from third-party sources) provided or made available to Customer by Snowflake solely for Customer's internal testing, evaluation, and other non-productive use of the Service during the Subscription Term.

"**Security Addendum**" means the Snowflake Security Addendum, made available at https://www.snowflake.com/legal/.

"**Service**" means a Snowflake software-as-a-service offering made generally available and ordered by Customer as set forth in an Order Form.

"**Snowflake**" means Snowflake Inc. or its Affiliate which executes an Order Form that is governed by this Agreement. Unless otherwise specified in the Order Form or this Agreement, the Snowflake entities contracting with Customer or the Customer Affiliate are at https://www.snowflake.com/legal/.

"**Snowflake Technology**" is defined in Section 4.1 (Snowflake Technology).

"**SOW**" shall have the meaning set forth in the TSA.

"**Subscription Term**" means the set term designated on an Order Form.

"**Support Policy**" means the Snowflake Support Policy made available at https://www.snowflake.com/legal/.

"**Taxes**" means taxes, levies, duties or similar governmental assessments of any nature, including, for example, any sales, use, GST, value-added, withholding, or similar taxes, whether domestic or foreign, or assessed by any jurisdiction, but excluding any taxes based on net income, property, or employees of Snowflake.

"**Technical Services**" shall mean the consulting, configuration or other professional services provided by Snowflake to Customer under an Order Form or Statement of Work.

"**Third Party Applications**" means separate services or applications (and other consulting services related thereto), procured by Customer from a party other than Snowflake that can be used in connection with the Service.

"**Usage Data**" means query logs, and any data (other than Customer Data) relating to the operation, support and/or about Customer's use of the Service.

"**User**" means the persons designated and granted access to the Service by or on behalf of Customer, including its and its Affiliates' Contractors.

"**VAT/GST Registration Number**" means the value added tax/GST registration number of the business location(s) where Customer is legally registered and the ordered services are used for business use.