

SNOWFLAKE PARTNER EVENT TERMS

These Partner Event Terms (“**Terms**”) are entered into by and between the Snowflake entity referenced on the Order Form (“**Snowflake**”) and the partner specified on the Order Form (“**Partner**”) and is effective as of the date that Partner and Snowflake sign an Order Form (the “**Effective Date**”). These Terms, together with the Event Details, are hereinafter referred to as this “**Agreement**.”

DEFINITIONS

“**Affiliate**” means an entity that, directly or indirectly, controls, is controlled by or is under common control with a party.

“**Brand Elements**” means any trademarks, service marks, names, logos, images, collateral or similar materials provided by the licensing party for use under this Agreement.

“**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. 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.

“**Event**” means the event as described in the Event Details.

“**Event Details**” means the key terms of the event as described in the Order Form and these Terms, including any applicable Exhibits hereto.

“**Event Fee**” means the cost of participation as set forth in the Event Details.

“**Order Form**” means the Snowflake ordering document executed by both Customer and Snowflake that references these Terms. An Order Form may also specify additional Event Details.

1. **Event.** The parties agree to participate in the Event as described in this Agreement, including the Order Form.
2. **A. Use of Brand Elements.**
 - 2.1. **Right to Use.** Subject to the terms and conditions of this Agreement, each party (as licensing party) grants to the other party (as licensed party) a non-exclusive, worldwide, non-transferable (except as set forth in Section 14 (Assignment)), royalty-free right to use the licensing party’s Brand Elements solely as necessary to conduct the activities for the Event (including, without limitation, Snowflake’s listing of Partner as a sponsor/organizer). For clarity, neither party’s Brand Elements includes its products or services themselves. The use of Snowflake’s Brand Elements are subject to the terms of Partner Content Guidelines that have been made available to you.
 - 2.2. **Approvals.** Each use of Brand Elements is subject to the licensing party’s prior written approval, except that Snowflake may use Partner’s Brand Elements as part of its standard Event signage, guides and promotional material (including in digital form) without advance consent. After initial approval, substantially similar subsequent uses will not require additional approval. In any event, any press release, product sheet, case study, or similar public announcement must be approved by each party in advance. Each party will promptly cease any problematic use of Brand Elements identified by the licensing party.
 - 2.3. **Reservation of Rights.** All goodwill arising out of use of the Brand Elements will inure to the benefit of the licensing party. Except as expressly licensed under this Agreement, the licensing party retains all right, title and interest in and to its Brand Elements, including all intellectual property rights. Each party agrees that it will not register, or attempt to register, any domain name containing the name of the other party or the other party’s product(s) or service(s).

B. Use of Materials.

As part of an Event, Snowflake may provide you with access to Snowflake’s materials applicable to a specific Event or generally to the Snowflake products or services (“**Materials**”). If such Materials are provided, then subject to the terms and conditions of this Agreement, Snowflake grants you a limited, non-exclusive, non-transferable, non-sublicensable license to use one copy of such Materials per Event attendee for internal educational and training purposes only. Event attendees may not share Materials with anyone else. You shall not: (a) copy the Materials or any portion thereof; (b) share, distribute, rent, sublicense or transfer any copies of the Materials, or portions thereof, with or to a third party or allow a third party to use the Materials; or (c) use the Materials to develop services or products for sale or include any components of the Materials in any product.

Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, Snowflake and its suppliers have and will retain all rights, title and interest in and to the Materials (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights). You acknowledge that if you are obtaining only a limited license right to the Materials and that irrespective of any use of the words "purchase," "sale" or like terms hereunder no ownership rights are being conveyed to you under this Agreement. All copies, improvements, updates, modifications or enhancements of the Materials (including any modifications to sample files) shall remain the property of Snowflake (including any changes which incorporate any feedback provided by you). All rights not granted by Snowflake are reserved.

3. **Affiliates and Contractors.** Each party may extend its license and other rights under this Agreement to its Affiliates and third-party contractors acting on such party's behalf, provided that such party remains responsible for compliance with the terms of this Agreement by each such entity.
4. **Legal Compliance.** Each party agrees not to engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to the other party and agrees to comply with all applicable federal, state and local laws and regulations. A licensing party's approval pursuant to Section 2.2 (Approvals) in no way relieves the licensee's responsibility for compliance with this Section 4.
5. **No Representations.** Partner agrees not to represent itself as an agent, employee or reseller of Snowflake. Partner will not make any legal representations, warranties or guarantees on behalf of Snowflake or regarding its products or services. Partner will describe Snowflake's products or services in a manner consistent with Snowflake's published descriptions.
6. **Fees, Payment and Taxes.** Unless otherwise agreed in writing by the parties, Partner will pay to Snowflake the agreed upon Event Fee within thirty days of the Effective Date of this Agreement. Except as set forth in Section 7 (Termination), all payment obligations are non-cancellable and the Event Fee is non-refundable. Partner is solely responsible for payment of all taxes associated with the Event Fee (other than taxes based on the income of Snowflake). Except for the Event Fee, there are no fees or other amounts due from either party to the other under this Agreement. Unless otherwise specifically identified in the Event Details, each party will be solely responsible for its expenses and costs of performing under this Agreement.
7. **Termination.** This Agreement starts on the Effective Date and continues until completion of the Event, unless earlier terminated as provided herein. Either party may terminate this Agreement upon notice if the other party fails to cure any material breach of this Agreement within ten (10) days after written notice of such breach. Snowflake may, for any reason or no reason, cancel an Event, in which case Snowflake will provide to Partner a complete refund of the Event Fee for such canceled Event. Upon any expiration or termination of this Agreement, all licenses to the Brand Elements will terminate, and each party (as licensed party) will cease use of the Brand Elements and related activities, subject to a reasonable period, not to exceed fifteen (15) days, to take down Brand Elements from properties in such party's control. There is no requirement to retract previously distributed print materials bearing Brand Elements. Sections 4 (Legal Compliance), 5 (No Representations), 7 (Termination), 8 (Mutual Warranties; Warranty Disclaimer), 9 (Confidential Information), 10 (Limitation of Remedies and Damages), 11 (Indemnification), 12 (No Audio or Video Recordings), 13 (Independent Contractor; Insurance), 14 (Assignment), and 15 (General) will survive any expiration or termination of this Agreement.
8. **Mutual Warranties; Warranty Disclaimer.**
 - 8.1. **Mutual Representations and Warranties.** Each party represents and warrants that: (i) it has full power and authority to enter into this Agreement and to perform all of its obligations hereunder; and (ii) its entry into this Agreement does not violate any other agreement by which it is bound.
 - 8.2. **Disclaimer of Warranties.** SNOWFLAKE MAKES NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT. SNOWFLAKE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.
9. **Confidential Information.** 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.

10. **LIMITATION OF REMEDIES AND DAMAGES.** SNOWFLAKE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. EXCEPT FOR EXCLUDED CLAIMS, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, SNOWFLAKE'S ENTIRE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE EVENT FEE OR REIMBURSABLE FEES SET FORTH IN THE EVENT DETAILS.
11. **Indemnification.** Each party agrees to indemnify, defend and hold harmless the other party and its Affiliates and their respective directors, officers, employees and agents from and against any third-party claim, suit, action or other proceeding, including but not limited to all losses, costs, damages or liabilities (including reasonable attorneys' fees) arising therefrom, brought by a third party against a party to the extent based upon: (i) an allegation that the other party's Brand Elements infringe a third party's copyright or trademark rights, (ii) a breach of any obligation set forth in Section 4 (Legal Compliance) or Section 5 (No Representations), or (iii) any personal injury or property damage arising out of the acts or omissions of a party or its employees, agents, or contractors. A party will not settle any claim without the other party's prior written consent if the settlement requires the other party to admit any liability or pay any amount. The other party may participate in the defense of such claim at its expense.
12. **No Audio or Visual Recordings.** Partner will not make any audio or visual recordings of the Event. This Section 12 does not prohibit Partner from taking photographs of the Event.
13. **Independent Contractor; Insurance.** It is the express intention of the parties that each party is an independent contractor. 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. This Agreement is non-exclusive and will not in any way prohibit either party from entering into like arrangements with any other party. Partner must carry property and liability insurance, including without limitation insurance to cover against damage and loss and public liability insurance against injury to the person and property of others. Partner warrants that there is in effect said insurance policy(ies) with coverage remaining current through Partner's occupancy/attendance of the Event and the Event venue.
14. **Assignment.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Partner may not assign this Agreement (or any part thereof) without the advanced written consent of Snowflake. Snowflake may assign this Agreement (or any part thereof) at any time without Partner's consent. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 14 will be null and void.
15. **Privacy/Consent:** If either party collects personal data under this Agreement as part of a registration process, such party agrees to include language substantially similar to the following as part of the registration process (where the parties' respective privacy notices can be accessed):

"By registering, you acknowledge that Snowflake and [PARTNER NAME] may each independently process your personal information in accordance with their respective privacy notices, available at <https://www.snowflake.com/privacy-policy/> and [link to Partner Privacy Policy]."
16. **Partner Conduct.** Throughout Partner's participation in the Event, Partner and each of its personnel and other representatives shall conduct themselves at all times in accordance with the highest standards of safety, decorum and good taste. Partner will not bring to or provide at the event venue, any alcoholic beverages, except as may be directly provided or made available by Snowflake, the event venue or any agents of either of the foregoing. Snowflake reserves the right to eject from the Event any individual violating those standards. Partner will not be permitted to conduct any prize drawings, awards for signing of names and addresses, etc., without prior written approval of Snowflake and subject to Partner holding harmless and fully indemnifying Snowflake and each of its designees, with respect to any claims arising therefrom.
17. **General.** 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. This Agreement will be governed by the laws of the State of California 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. The jurisdiction and venue for actions related to the subject matter hereof will be the state and federal courts located in San Francisco, California, and both parties hereby submit to the personal jurisdiction of such courts. 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, but notices related to termination of this Agreement or any claims may not be given via email. Email notifications to Snowflake shall be to legalnotices@snowflake.com. 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.

18. **Data Sharing.** If Partner has access to a Snowflake Service account through a separate agreement, then Snowflake may share certain Event information with Partner through the Snowflake data sharing functionality. Data sharing is subject to the following terms:

(a) Data Sharing Generally. The Snowflake Service includes the capability for Partner to share data with and from Snowflake (if and when Snowflake agrees to grant such access). The entity sharing its data is a “**Provider**,” and the entity accessing or using shared data is a “**Consumer**.”

(b) When Partner is Provider. Provider may grant Consumer access to all or part of Provider's Event data stored in the Snowflake Service as permitted by the functionality of the Snowflake Service. Provider acknowledges and agrees that: (a) Consumers will have access provided by Provider (including to view, download, and query the Technology Partner Data) and that it is Provider's sole responsibility to evaluate any risks related to sharing any data with Consumer. At all times Provider remains responsible for its data as set forth in the agreement governing the use of the Snowflake Service.

(c) When Partner is Consumer. By accessing or using Provider's data, Consumer acknowledges that Snowflake may collect information about Consumer's use of and access to the Snowflake Service and to Provider's data (including identifying Consumer in connection with such information) and share it with Provider.

Exhibit A (Field Event)

This Exhibit provides the Event Details applicable for Events designated as a Field Event on the applicable Order Form (each a “Field Event”).

Field Event Fee:

The Field Event Fee shall be set forth on the Order Form and will be invoiced on the Order Form Effective Date, unless otherwise agreed upon in writing.

Partner Responsibilities:

Partner Promotion: Partner shall promote the Field Event targeting people employed at current or prospective Snowflake customers who are data-warehousing practitioners, such as people in the fields of data management or data architecture, or who are business intelligence analysts, or data analysts (collectively, the “Target Audience”). If applicable, the Order Form will note any minimum registration commitments.

Partner Field Sales Representation: Unless otherwise specified on the applicable Order Form, Partner must provide at least one Partner field sales representative who can respond to general questions about Partner’s products and services.

Partner Presentation: If applicable and noted on the applicable Order Form, Partner shall generate all presentations, training and/or content related to the Field Event (“Content”) and submit the Content for Snowflake’s review and approval at least two weeks prior to the Field Event. The Content must be appropriate for and addressed to the Target Audience Members. If Content is materially modified after Partner has received Snowflake approval, the Content must be re-submitted for Snowflake’s review and approval. Snowflake will review the Content and respond to Partner within three weeks. Except for the registration page and event reminders provided by Snowflake as set forth below, Partner is solely responsible for all aspects of the Field Event, including, but not limited to hosting details, booking, venue, organization, costs, meals, A/V, insurance, etc.

LOCATIONS AND DATES

For Field Events identified as “Data for Breakfast” on the applicable Order Form, Customer agrees to participate in the Workshops set forth on the dates and in the cities set forth at <https://www.snowflake.com/data-for-breakfast/>

Additional Partner responsibilities and terms may be noted in the Order Form.

Snowflake Responsibilities:

- Coordinate logistics for the Field Event
- Provide a Snowflake hosted registration webpage for the Field Event, including (as allowed) registration and customized trackable links (UTM codes) to identify Partner sourced registrants.
- Review content for partner presentations
 - 1st review due 30 days before event, final content due 10 days before event

Exhibit B (Workshop)

This Exhibit provides the Event Details applicable for Events designated as a Workshop on the applicable Order Form (each a "Workshop").

1. **Workshop Details and Reimbursement.** Partner agrees to host the Workshop at the locations and dates specified herein or in the Order Form. With the exception of the fees reimbursed by Snowflake set forth below, all costs and expenses related to the Workshop will be borne exclusively by Partner.

LOCATIONS AND DATES

For Workshops identified as "Zero to Snowflake in 90 Minutes" on the applicable Order Form, Customer agrees to host the Workshops on the dates and in the cities set forth at <https://www.snowflake.com/zero-to-snowflake/>

Snowflake Reimbursed Fees – Snowflake will reimburse Partner for one half of any costs associated with room hire, food arrangements or other costs. Reimbursement amounts are limited as follows: (a) up to \$1,500 for each Workshop hosted solely by Partner, and (b) up to \$1,000 for each Workshop co-hosted by Partner and another Snowflake partner (as previously agreed to by the parties). Partner will invoice Snowflake (due and payable net 30 from the date Snowflake receives such invoice). All invoices must be sent via email to ap.us@snowflake.com.

2. **Deadlines.** Unless otherwise waived by Snowflake, in order to participate in a Workshops, Partner should adhere to the following guidelines:

Six (6) weeks prior to the date of the applicable Workshop:

- Partner to provide Snowflake with the address of a Snowflake approved venue for the Workshop;
- Partner to provide Snowflake with details, organizational elements and costs associated with the Workshop (e.g. costs of meals, audio visual, etc.);
- Partner must start promoting each Workshop with self-service sign up until day of the applicable Workshop;

Four (4) weeks prior to the date of the applicable Workshop:

Partner must designate the applicable number of instructors for each location and Workshop as follows: (a) two (2) instructors must be provided and designated Partner for Workshops planned for fifteen (15) attendees, and (b) three (3) instructors must be provided and designated by Partner for Workshops planned for fifteen (15) or more attendees.

One (1) day prior to the date of the applicable Workshop:

Partner to send self-service sign up and event reminders to all Workshop registrants.

3. **Other Partner Requirements.**

- (a) **Costs.** Except for reimbursable costs noted above in this Exhibit, each Partner will be solely responsible for all costs related to the Workshops, including all travel and personal accommodation and costs related to the venue.
- (b) **Registrants.** Unless otherwise noted in the Order Form, Partner will be responsible for driving at least fifteen (15) Snowflake customers or prospects to register for each Workshop. Partner may not charge participant to attend a Workshop.
- (c) **Agenda.** Snowflake will provide the Agenda to Partner for each Workshop that Partner must adhere to.
- (d) **Presentation Materials.** Each Partner will be responsible for reviewing presentation and other materials provided by Snowflake and making necessary revisions. Revisions must comply with Snowflake branding guidelines and must be accurate and approved in advance by Snowflake.

- (e) Speakers/Instructors. Each Partner provided speaker/instructor must have extensive Snowflake & customer implementation experience.
- (f) Venue. Partner will be responsible for securing an appropriate venue with an A/V setup that can accommodate at least 20 attendees. Each venue chosen by Partner must be approved in advance by Snowflake.
- (g) Feedback. Snowflake may make feedback forms available to Workshop attendees. If such forms are made available, Partner will be responsible for collecting and providing copies of such feedback to Snowflake upon completion of each Workshop.
- (h) Use of standard Snowflake provided Materials. Certain Materials provided by Snowflake may be required for use by Partner in a Workshop.
- (i) Other Terms. Additional Partner responsibilities and terms may be noted in the Order Form.

4. Cancellation / Reschedule / Termination

- (a) Cancellation. Snowflake may cancel a Workshop for convenience upon written notice to Partner. If a Workshop is canceled by Snowflake pursuant to this section, Partner's sole and exclusive remedy shall be to obtain a full reimbursement of the Fees incurred by Partner pursuant to Section 1 above.
- (b) Rescheduling. If Snowflake reschedules to a different date and/or relocates to a different venue city, Partner shall have the right of first refusal to participate in the rescheduled Workshop. If Partner cannot attend the rescheduled Workshop, then Partner's sole and exclusive remedy shall be to obtain a full reimbursement of the Fees incurred pursuant to Section 1 above.
- (c) Termination. Snowflake may terminate Partner's participation in the Workshop if Partner fails to comply with the terms set forth in this Addendum. If Snowflake terminates Partner's participation or if Partner fails to meet the participation terms set forth in this Addendum, then Snowflake will re-examine future invitations to Partner for similar Workshops or events.