

Unless the vendor ("**Seller**") identified in this Purchase Order ("**PO**") has entered into a mutually executed agreement with Snowflake Inc. ("**Snowflake**") or a Snowflake affiliated company ("**Affiliate**") for the provision of software, hardware, or other goods or services ("**Deliverables**") to Snowflake or an Affiliate, the terms and conditions of this PO shall apply and are the sole agreement between Seller and Snowflake regarding the Deliverables specified in this PO.

1. Acceptance of Terms: Snowflake's procurement of Deliverables under this PO is expressly conditioned on Seller's acceptance of all the terms and conditions set forth herein. Any purported acceptance by Seller which states additional or different terms from those stated in this PO shall be deemed an acceptance by Seller of the terms set forth herein and any such additional or different terms shall be considered material alterations to which Snowflake expressly objects and rejects. No modification, alteration or amendment of the terms set forth herein shall be effective unless in writing and signed by authorized representatives of both parties.

2. Performance: Seller shall provide, and Snowflake shall receive, the Deliverables described in this PO. Seller shall not increase the price set forth in this PO without the express written consent of Snowflake. Should Seller decrease the prices for the Deliverables, the lower prices shall apply to all Deliverables not yet delivered at the time of the reduction. Title conveyed to Snowflake by Seller shall be good and merchantable and its transfer rightful. The Deliverables shall be delivered free and clear of any lien, security interest, claim or encumbrance whatsoever. Unless designated otherwise all deliveries are F.O.B. Destination to the location designated by Snowflake on this PO. All risk of loss shall remain with Seller until the Deliverables have actually been received and accepted by Snowflake at the applicable destination according to the terms and conditions of this PO.

Time is of the essence in the performance of this PO. If the Deliverables are not delivered or provided in the manner and at the times specified herein, Snowflake may, in addition to any other rights and remedies it may have, direct expedited delivery of the Deliverables at Seller's expense or purchase substitute Deliverables, with Seller reimbursing Snowflake for any difference in price or cost associated with such substitution. Seller will promptly advise Snowflake of any anticipated delay in performance, including notice with regard to any goods placed under backorder. Seller's performance is not deemed completed until the Deliverables have been accepted by Snowflake at the destination set forth in this PO.

3. Inspection and Acceptance: Snowflake shall retain the right to inspect all Deliverables prior to final acceptance. No inspection made prior to final acceptance will relieve Seller from responsibility for failure to meet the requirements of this PO and no Deliverables shall be deemed accepted without Snowflake's express written acceptance. If the Deliverables do not meet the applicable specifications and instructions, Seller will promptly re-perform the nonconforming services or provide replacement goods satisfactory to Snowflake at Seller's expense. If Seller cannot provide conforming goods or services within a commercially reasonable time, Snowflake may purchase such goods or services from another source and Seller shall promptly reimburse to Snowflake all costs, expenses and damages associated therewith.

4. Invoicing and Payment: Upon completion of its performance, Seller shall provide Snowflake with an acceptable invoice. All invoices shall include: (a) the PO number; (b) a description of the items, quantities and prices for all Deliverables for which payment is sought; and (c) any discounts to which Snowflake is entitled. Discounts shall be computed as of the latest of (i) the scheduled delivery date; (ii) actual delivery; or (iii) the date an acceptable invoice is received. All invoices shall list any taxes (including, e.g., any duties, customs and tariffs) as a separate line item. Invoices submitted hereunder will be paid according to the payment terms set forth herein calculated from receipt of a correct invoice or acceptance of the Deliverables by Snowflake, whichever is later. Any adjustments in Seller's invoices due to late performance, rejections or other failure to comply with the requirements of this PO may be made by Snowflake prior to payment. Payment does not constitute final acceptance.

5. Changes and Cancellations

Snowflake may at any time change delivery schedules, designs, quantities and specifications for the Deliverables. If any changes represent a material change to the Deliverables, they will require Seller's consent. Snowflake may terminate or suspend this PO in whole or in part at any time in its sole discretion by providing written notice to Seller. Upon receipt of such notice, Seller shall cease its performance immediately and Snowflake will not be responsible for any fees for cancelled Deliverables, including any unperformed services.

6. Warranty: Seller expressly warrants that the Deliverables provided under this PO will be (a) performed according to any specifications and instructions provided by Snowflake; and (b) merchantable, non-infringing, free from defects and fit and sufficient for the purpose intended. Seller's services will be performed with the highest degree of skill and judgment exercised by recognized professionals performing the same or similar services. These warranties are in addition to all other warranties, express, implied or statutory, and shall survive delivery, acceptance and payment. Snowflake shall be entitled to the benefit of any warranties for goods and services provided to Seller by its vendors or suppliers. Should Seller breach the foregoing warranties, Seller shall promptly replace, repair, re-perform or refund the purchase price and cost of shipment for all unacceptable Deliverables. Snowflake shall have no responsibility for non-conforming goods or services and Snowflake shall have the option to retain any such non-conforming goods or services or return them to Seller at Seller's sole expense. Seller warrants that it is not on notice of, or under, any mandatory or voluntary order, decree, settle or similar arrangement with any governmental or regulatory agency, and neither it, nor any of its affiliates or owners, are named on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to any U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country.

7. Confidential Information and Publicity: In performing its obligations under this PO, Seller may have access to or acquire from Snowflake confidential and proprietary information about Snowflake, its business activities and operations, its employees, trade secrets or other information which by its nature should reasonably be considered confidential (the "**Confidential Information**"). Snowflake's Confidential Information may only be disclosed to Seller's employees, agents or consultants with a need to know and who are under a written obligation to keep the information confidential. Seller will not disclose Confidential Information to any third party. Seller will use the same degree of care (but no less than a reasonable degree of care) that it uses with regard to its own confidential information to prevent the disclosure of Confidential Information. Upon Snowflake's request, Seller will promptly return or securely and permanently destroy, at Snowflake's option, all Confidential Information of Snowflake, in any form or media, and, upon Snowflake's request, provide a written statement to Snowflake certifying the return or destruction of such Confidential Information. Seller may not use Snowflake's name, logo, trademarks or other materials for advertising or other purposes or disclose the existence or terms of this PO without Snowflake's prior written consent.

8. Intellectual Property

8.1 "Intellectual Property" means all intellectual property and proprietary rights, including without limitation all rights of inventorship and authorship, inventions, patents, patent applications, and know-how, for any product, process, method, machine, manufacture, design, composition of matter, or any new or useful improvement thereof, as well as copyrights, trademark, trade dress and service mark rights and all rights in trade secrets, computer software, proprietary information and data and databases.

8.2 "Snowflake Property" means: (a) Intellectual Property that Snowflake owns prior to the date of this PO or subsequently acquires or develops separate from this PO; (b) Intellectual Property conceived, produced or developed by Seller, whether directly or indirectly or alone or jointly with others, in connection with or pursuant to Seller's performance hereunder; and (c) other Deliverables, goods, or services that are made by Seller with reference to or through the use of Snowflake's equipment, funds, supplies, facilities, materials and/or Snowflake's Confidential Information.

8.3 "Seller Works" means Intellectual Property described by Sections 8.2(b) and 8.2(c) above.

8.4 Seller shall assign and hereby does assign to Snowflake all of its respective rights, title, and interest in the Seller Works and Snowflake shall own all right, title and interest in and to such Seller Works including all Intellectual Property rights and all rights of attribution and integrity and other moral rights. To the fullest extent permitted by applicable law, Seller Works shall be considered work made for hire. If Seller has any rights in a Seller Work that cannot be assigned to Snowflake under applicable law, Seller hereby unconditionally and irrevocably waives the enforcement of such rights and waives and quitclaims to Snowflake any and all claims and causes of action of any kind against Snowflake, its Affiliates, and its licensees (through multiple tiers) with respect to such rights, and agrees, at Snowflake's request and expense, to consent to and join in any action to enforce such rights. At Snowflake's request and expense, Seller will assist and cooperate with Snowflake in all respects and will execute documents and will give testimony and take such further acts reasonably requested by Snowflake to enable Snowflake to acquire, transfer, maintain, perfect and enforce its Intellectual Property rights and other legal protections for the Seller Works. In the event that Snowflake is unable for any reason, after

reasonable effort, to secure Seller's signature on any document needed in connection with the actions specified in this Section 8.4. Seller hereby irrevocably designates and appoints Snowflake and its duly authorized officers and agents as Seller's agent and attorney-in-fact, to act for and on its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 8.4 with the same legal force and effect as if executed by Seller.

8.5 With respect to Intellectual Property that is not Snowflake Intellectual Property and that is either (a) created or acquired by Seller before the date of this PO and not assigned pursuant to this PO, or (b) independently developed by or for Seller as part of Seller's normal business and not developed for or paid for by Snowflake under this or another PO, Seller shall retain all right, title and interest to said Intellectual Property (even if included in the Deliverables delivered pursuant to this PO). For all such Intellectual Property included in the Deliverables, Seller grants Snowflake a fully-paid up, perpetual and irrevocable, world-wide, non-exclusive license to use such Deliverables and : (i) prepare derivative works; and (ii) make, use, have made, import, have imported, export, have exported, distribute, have distributed, publicly and privately perform, display and transmit derivative works and reproductions thereof, and to sublicense all of these rights for Snowflake's benefit and to sublicense such rights for Snowflake's benefit.

8.6 Notwithstanding the foregoing, if the Deliverables consist of Seller's training materials developed without the use of any Snowflake Intellectual Property, Snowflake's license to said materials shall be limited to Snowflake's internal business operations unless another license is granted by Seller. Further, if the Deliverables include entertaining, speaking, facilitating, hosting, lecturing, performing, or other services for a Snowflake-hosted conference, meeting or other event ("Event"), Seller's provision of such Deliverables hereunder shall include the right for Snowflake to use Seller's and its presenter(s)' name, likeness and performance for Snowflake's promotion of the Event and to broadcast, webcast or otherwise disseminate the name, likeness and performance of Seller and its presenter(s), in whole or in part, live or recorded, with or without audio or video, or with different audio or video, throughout the world on all media, channels and manner of distribution now or hereafter known.

8.7 Seller may not incorporate any open source software or Intellectual Property owned by any third party into the Deliverables without Snowflake's prior written consent. Provided that Snowflake has provided such consent, then prior to providing any Deliverables, Seller shall secure all required documentation, licenses, notices, access rights, and any other required authorizations for Snowflake's benefit in order for Snowflake to be fully authorized to use the Deliverables. Snowflake shall have no obligation to accept or pay for any goods and services provided hereunder that do not follow these requirements.

9. Indemnification

9.1. Intellectual Property. Seller shall indemnify, defend, and hold harmless Snowflake, its Affiliates and their officers, directors, resellers, employees, customers, contractors and agents ("**Snowflake Parties**") from and against any claims, demands, proceedings and causes of action (including all associated costs, expenses, losses, damages or liabilities) ("**Claims**") alleging that any Deliverable, or any use by the Snowflake Parties thereof, infringes, misappropriates or otherwise violates the Intellectual Property rights of any third party. Snowflake shall notify Seller of any such Claim. If an injunction issues as a result of any such Claim with respect to any Deliverable, Seller agrees, at its expense and at Snowflake's option, to: (a) procure for Snowflake the right to continue using the Deliverable; (b) replace such Deliverable with non-infringing goods or services; (c) modify the Deliverable so that it becomes noninfringing; or (d) refund to Snowflake the amount paid for the Deliverable and bear all liabilities, costs and expenses related to discarding the Deliverable or returning it to Seller.

9.2 General. Seller will indemnify, defend and hold harmless the Snowflake Parties from and against any and all Claims arising out of or related to this PO including but not limited to the provision of the Deliverables or Seller's breach of any term or provision included or referenced in this PO, including any provision relating to Snowflake's policies or Seller's obligations with respect to security, personal data or privacy.

10. Limitation of Liability: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SNOWFLAKE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS PO EXCEED THE TOTAL AMOUNT ACTUALLY PAID OR PAYABLE BY SNOWFLAKE TO SELLER FOR THE DELIVERABLES PROVIDED UNDER THIS PO NOR WILL SNOWFLAKE OR ITS AFFILIATES BE LIABLE FOR ANY LOST REVENUES, LOST PROFITS, INCIDENTAL, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

11. Assignment: This PO is not assignable by Seller without Snowflake's written consent. Any purported assignment without the requisite consent shall be void and of no effect. Seller shall not subcontract any portion of its obligations hereunder without Snowflake's prior written consent.

12. Independent Contractor. Seller will provide Deliverables hereunder for Snowflake in the capacity of independent contractor, and not as an employee, partner, or agent. Seller will not make any commitment, by contract or otherwise, binding upon Snowflake or represent that it has any authority to do so.

13. Compliance with Laws and Policy

13.1. Seller warrants to Buyer that the Deliverables shall be provided, manufactured, shipped, stored, and otherwise handled in strict compliance with all applicable federal, state or local laws and ordinances and all orders, rules and regulations issued thereunder ("**Laws**"), including without limitation, any Laws relating to the privacy, security, integrity and availability of personal data, or restrictions on the processing, movement or transfer of personal data. In conformity with the United States Foreign Corrupt Practices Act, neither party nor its employees or agents will directly or indirectly make an offer, payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision (including a decision not to act) of an official of any government, including the United States Government, or inducing such a person to use their influence to affect any such governmental act or decision in order to assist such party in obtaining, retaining, or directing any business.

13.2. Seller will comply with all applicable Snowflake policies, as updated from time to time including Snowflake's Privacy Policy (<https://www.snowflake.com/privacy-policy/>), Security Policy (<https://www.snowflake.com/wp-content/uploads/2018/07/2018July12-Snowflake-Security-Policy.pdf>), Business Partner Standards of Conduct (<https://snowflake.com/business-partner-standards-of-conduct/>), and Global Code of Conduct and Ethics (<https://snowflake.com/global-code-of-conduct-and-ethics>). If Seller provides any data to Snowflake, it represents and warrants that it has collected all such data in a manner consistent with all applicable laws and that it has all required consent to share such data with Snowflake.

14. Governing Law: This PO is governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of law provisions. Seller agrees that the state and federal courts in New Castle County, Delaware will have the exclusive jurisdiction and venue over any claims arising out of or related to this PO.