

Snowflake Marketplace

1. INTRODUCTION AND SCOPE

- 1.1. TERMS. This Standard Agreement for Marketplace Products (“**Agreement**”) sets forth the terms and conditions governing access to, and use of, Product(s) offered by Marketplace Provider on the Marketplace that are listed as subject to this Agreement by Marketplace Consumer. Marketplace Provider’s listing of a Product on the Marketplace subject to these terms, and Marketplace Consumer’s access to, and use of, such Product, constitute each Party’s respective acceptance of this Agreement.
- 1.2. PARTIES. Marketplace Consumer acknowledges that this Agreement is solely between Marketplace Consumer and Marketplace Provider.
- 1.3. DEFINITIONS. The definitions in Section 11 (Definitions) apply to this Agreement. All terms in quotation marks in the body of this Agreement are also defined terms.

2. RIGHTS AND OBLIGATIONS.

- 2.1. MARKETPLACE PROVIDER LICENSE GRANT. Marketplace Provider hereby grants to Marketplace Consumer, its Affiliates, and each of their Users, a non-exclusive, non-transferable, and revocable license to access, use, deploy, operate, and receive the Product subject to and in accordance with this Agreement. Marketplace Provider retains all rights not expressly granted to Marketplace Consumer under this Agreement.
- 2.2. FEES AND PAYMENTS. The Product will be provided to the Marketplace Consumer on a pricing model in accordance with the Fees set forth in the Listing Information. The Marketplace Consumer shall pay Marketplace Provider all Fees within thirty (30) days of the receipt of each invoice submitted to it by the latter. Time is of the essence for the payment of the Fees. All invoices shall include a PO number for prompt payment.
- 2.3. MARKETPLACE CONSUMER’S AFFILIATES AND USERS. With respect to Affiliates and Users that Marketplace Consumer allows to use the Product: (i) Marketplace Consumer remains responsible for all obligations hereunder arising in connection with such Affiliate’s and User’s processing of the Product; and (ii) Marketplace Consumer agrees to be directly liable for any and all acts and omissions by such Affiliate or User to the same

degree as if such acts or omissions were performed by Marketplace Consumer, such that a breach by an Affiliate or a User of the provisions of this Agreement will be deemed to be a breach by Marketplace Consumer.

- 2.4. USE RESTRICTIONS. Except as specifically provided in this Agreement, neither Marketplace Consumer nor any of its Users may: (i) copy the Product, or any material subset thereof; (ii) modify or create derivative works or improvements to the Product, or any material subset thereof, in order to build a competitive product or service; (iii) publish, disseminate, distribute, or provide access of any kind to the Product, or any material subset thereof, to any third party; (iv) sell, sublicense, loan, lease, assign, authorize others to access, use, disclose, or attempt to grant any rights to, the Product, or any material subset thereof, to third parties; (v) except as permitted by law, decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Product; (vi) use the Product or any material subset thereof to act as a consultant to third parties, service bureau, or application service provider; or (vii) to the extent the Product is provided in a manner that does not identify an individual, use the Product to create, generate, or infer any information relating to the identity of an individual. Marketplace Consumer will not remove, delete or alter any trademarks, copyright notices, or other proprietary notices of Marketplace Provider or its licensors, if any. For the avoidance of doubt, nothing in this Agreement prohibits Marketplace Consumer from independently developing or building a competitive product or service.

- 2.5. USE OF OS DATA . Where Marketplace Provider grants licenses for the use of OS Data the following terms shall apply with respect to either Northern Ireland (OSNI) or Great Britain (OSGB):

OSNI - <https://doorda.com/end-user-licence-agreement-osni/>

OSGB - <https://doorda.com/end-user-licence-agreement-osgb/>

- 2.6. MARKETPLACE PROVIDER MATERIALS; MAINTENANCE AND SUPPORT. Marketplace Provider is solely responsible for the Marketplace Provider Materials, for providing any maintenance and support services in connection with the Product and this Agreement, and for addressing any related inquiries or requests, including those related to quality, content,

errors, refunds, or any other matters. Marketplace Consumer acknowledges that Marketplace Provider, not Snowflake, is responsible for addressing any questions, complaints, or claims with respect to the Product or this Agreement.

- 2.7. MARKETPLACE PROVIDER'S DISCRETION. Marketplace Provider reserves the right to (1) decline to grant licences to any entity that it does not wish to do business with and (2) Limit how data is reused by a Marketplace Consumer

3. **MARKETPLACE PROVIDER OWNERSHIP.**

- 3.1. PRODUCT. Marketplace Provider will retain all right, title and interest it may have in and to the Product, including all patent, copyright, trademark, trade secret, and other intellectual property rights therein. Nothing in this Agreement will be construed or interpreted as granting to Marketplace Consumer any rights of ownership or, except as expressly provided herein, any other interest, including all patent, copyright, trademark, trade secret and other intellectual property rights, in or to the Product.
- 3.2. FEEDBACK. Marketplace Provider may freely use and incorporate into Marketplace Provider's products and services any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Marketplace Consumer or any of its Users relating to the Product ("**Feedback**").
- 3.3. INTELLECTUAL PROPERTY RIGHTS. The Parties acknowledge that, in the event of any third-party claim that the Marketplace Provider Materials or Marketplace Consumer's possession and use of the Marketplace Provider Materials infringe that third party's intellectual property rights, Marketplace Provider will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, subject to Section 8 (Limitation of Liability).

4. **PERSONAL INFORMATION.**

- 4.1. PROVIDED BY SNOWFLAKE. Marketplace Provider may receive Marketplace Consumer's contact information (as it exists in Marketplace Consumer's Snowflake user profile), general Account details, and details about the Transaction,

including usage metrics which identify Marketplace Consumer, from Snowflake, and Marketplace Consumer agrees that Marketplace Provider may use such information only for the purposes set forth in this Agreement and its privacy notice provided to Marketplace Consumer during the Transaction, which may include marketing other Products listed by Marketplace Provider on the Marketplace.

- 4.2. IN MARKETPLACE PROVIDER MATERIALS. When offering the Product through the Marketplace, Marketplace Provider shall not disclose or reveal Sensitive Personal Information to Marketplace Consumer. If any Personal Information is included within Marketplace Provider's Product, Marketplace Provider represents and warrants that it complies with all applicable laws, including that Marketplace Provider collects, discloses, transfers, and maintains the Personal Information in accordance with such laws (e.g., obtaining any required consents).

5. CONFIDENTIALITY.

- 5.1. During and after the term of this Agreement, 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. INDEMNIFICATION.

6.1. INDEMNIFICATION BY MARKETPLACE PROVIDER.

Marketplace Provider will defend Marketplace Consumer against any claim by a third party (i) alleging that the Marketplace Provider Materials, when used in accordance with this Agreement, infringe any intellectual property right of such third party or (ii) arising from or relating to Marketplace Provider's breach of this Agreement; Marketplace Provider will indemnify Marketplace Consumer for any damages, costs, and, if applicable, attorneys' fees awarded against Marketplace Consumer or agreed in settlement by Marketplace Provider resulting from such a claim.

6.2. INDEMNIFICATION BY MARKETPLACE CONSUMER.

Marketplace Consumer will defend Marketplace Provider against any claim by a third party arising from or relating to Marketplace Consumer's breach of this Agreement, and Marketplace Consumer will indemnify Marketplace Provider for any damages, costs, and, if applicable, attorneys' fees awarded against Marketplace Consumer or agreed in settlement by Marketplace Provider resulting from such claim.

6.3. INDEMNIFICATION PROCEDURES. In the event of a potential indemnity obligation under this Section 6, each Party (the "**Indemnified Party**") will: (i) promptly notify the other Party (the "**Indemnifying Party**") in writing of the claim, (ii) allow the Indemnifying Party the right to control the investigation, defence 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 6 shall not relieve the Indemnifying Party of its obligations under this Section 6. 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 6. 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 6 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.

7. WARRANTY DISCLAIMER.

- 7.1. Neither Party makes any warranties, either express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, or noninfringement regarding the Product. Each Party hereby disclaims all other warranties, express or implied, including without limitation, warranties of merchantability, fitness for a particular purpose, title, and noninfringement and expressly acknowledges that Snowflake: (i) has no responsibility for the acts or omissions of any Marketplace Consumers, Marketplace Providers, or for any Products; and (ii) has no support, warranty, or other obligation (including for continued availability) for any Products. Marketplace Provider does not warrant: (i) that the Product will meet Marketplace Consumer's requirements; or (ii) that the Product will be accurate, complete, or up-to-date

8. LIMITATION OF LIABILITY.

- 8.1. **DISCLAIMER.** Subject to Section 8.3 (Exceptions), the Parties will have no liability arising out of or related to this Agreement for indirect, special, incidental, reliance, or consequential damages of any kind, even if informed of the possibility of such damages in advance.
- 8.2. **GENERAL CAP.** Subject to Section 8.3 (Exceptions), neither Party's aggregate liability under these terms, whether such damages are based in contract, tort, or other legal theory, shall exceed £50,000.
- 8.3. **EXCEPTIONS.** The exclusions of or limitations on liability set forth in Sections 8.1 (Disclaimer) and 8.2 (General Cap) will not

apply to the liability of either party for death or personal injury arising from that party's negligence, or for fraud or fraudulent misrepresentation or any other liability which may not be lawfully excluded under applicable law

9. TERMINATION.

- 9.1. TERM. These Terms will continue in full force and effect until terminated by either Party as provided herein.
- 9.2. TERMINATION FOR CONVENIENCE. Either Party may terminate this Agreement without cause at any time upon 30 days' advance written notice to the other Party.
- 9.3. TERMINATION FOR CAUSE. Either Party may terminate this Agreement and, Marketplace Provider may immediately drop a share (as described in the Marketplace Documentation) in use by Marketplace Consumer, if the other Party: (i) fails to cure any material breach of this Agreement (including a failure to pay the Product Cost, if applicable) within thirty (30) days after receiving written notice; (ii) ceases operation without a successor; or (iii) 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. For any termination of this Agreement by Marketplace Consumer for cause in accordance with this Section 9.3(i), Marketplace Consumer shall be entitled to a refund of any Product Costs paid for the Product purchased hereunder for the period following written notice.
- 9.4. DELETION Of MATERIAL FOLLOWING TERMINATION. Following the termination of the Contract all Marketplace Consumers' rights under this Contract shall cease and it shall promptly return, delete or destroy (at Market Place Provider's election) all electronic documentation and other materials associated with the Product and/or containing any of the Marketplace Provider's intellectual property or confidential information
- 9.5. SURVIVAL. Sections 3 (Marketplace Provider Ownership), 4 (Personal Information), 5 (Confidentiality), 8 (Limitation of Liability), 10 (General Terms), and 11 (Definitions), together with all other provisions of this Agreement that may reasonably

be interpreted or construed as surviving expiration or termination of this Agreement, will survive the expiration or termination of this Agreement.

10. GENERAL TERMS.

- 10.1. APPLICABLE LAW. This Agreement will be governed by the laws of the England and Wales whose courts shall have exclusive jurisdiction relating to the subject matter hereof.
- 10.2. NOTICE. All notices, requests, and other communications under this Agreement must be in writing. Each Party consents to receiving electronic communications and notifications from the other Party in connection with these Terms. Each Party agrees that it may receive notices from the other Party regarding this Agreement: (i) by email to the email address designated by such Party as a notice address (which for Marketplace Provider is the consumer contact email in its Marketplace Provider profile, and for Marketplace Consumer is the email address associated with the listing as described in the Marketplace Documentation); (ii) by personal delivery; (iii) by registered or certified mail, return receipt requested; or (iv) by nationally recognized courier service. Notice will be deemed given upon written verification of receipt.
- 10.3. RELATIONSHIP OF PARTIES. The Parties are independent contractors and no employment, agency, or joint venture, including with respect to Snowflake, is created hereunder. Neither Party may assign or transfer this Agreement or any rights or delegate any duties herein without the prior written consent of the other Party, which will not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, and without gaining the other Party's written consent, either Party may assign this Agreement, in whole or part, and delegate its obligations to its Affiliates or to any entity acquiring all or substantially all of its assets or the assigning Party's entire business, whether by sale of assets, sale of stock, merger, or otherwise.
- 10.4. ENTIRE AGREEMENT. This Agreement constitutes the final, complete, and exclusive agreement between the Parties relating to the Product and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written. This Agreement is solely between Marketplace Provider and Marketplace

Consumer. Snowflake is not a party to this Agreement and will not have any liability or obligations hereunder. The terms and conditions of this Agreement will not be changed, amended, modified, or waived unless such change, amendment, modification, or waiver is in writing and signed by authorized representatives of each Party. Neither Party will be bound by, and each specifically objects to, any provision that is different from or in addition to this Agreement (whether proffered orally or in any quotation, purchase order, invoice, shipping document, online terms and conditions, acceptance, confirmation, correspondence, or otherwise), unless such provision is specifically agreed to in a writing signed by both Parties

- 10.5. SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, the remaining provisions hereof shall be unaffected and remain in full force and effect.
- 10.6. COMPLIANCE WITH LAWS. Marketplace Consumer agrees to comply with all applicable laws, rules, and regulations with respect to its access and use of the Product, including (i) those pertaining to privacy, marketing, advertising, and telemarketing, (ii) housing, employment, and finance-related discrimination laws, and (iii) laws related to using the Product as a factor in extending consumer credit.
- 10.7. EXPORT CONTROL. Marketplace Consumer agrees to comply with all export and import laws, rules, and regulations of the United Kingdom, the United States, and other applicable jurisdictions. Without limiting the foregoing, Marketplace Consumer represents and warrants that Marketplace Consumer 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.K or U.S. government embargo or that has been designated by the UK or U.S. governments as a “terrorist supporting” country.
- 10.8. HEADINGS. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. The term “including”, and its derivatives will be interpreted to mean “including without limitation.”
- 10.9. THIRD-PARTY BENEFICIARY. The Parties acknowledge and agree that Snowflake is a third-party beneficiary of this Agreement and that, upon Marketplace Consumer’s acceptance

of this Agreement, Snowflake will have the right (and will be deemed to have accepted the right) under the terms of the Contracts (Third Party Rights) Act to enforce this Agreement against Marketplace Consumer as a third-party beneficiary thereof.

11. DEFINITIONS.

- 11.1. **“Account(s)”** means Marketplace Consumer’s account(s) in the Service.
- 11.2. **“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 in this definition, “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.
- 11.3. **“Confidential Information”** means all information that is identified as confidential at the time of disclosure by the Disclosing Party or reasonably should be 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, however, 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
- 11.4. **“Contractor”** means a Party’s independent contractors and consultants.
- 11.5. **“Feedback”** has the meaning set forth in Section 3.2 (Feedback).
- 11.6. **“Indemnified Party”** has the meaning set forth in Section 6.3 (Indemnification Procedures).
- 11.7. **“Indemnifying Party”** has the meaning set forth in Section 6.3 (Indemnification Procedures).
- 11.8. **“Listing Information”** means information about a Product (but not the Product itself) including title, description, any applicable metadata, Marketplace Provider’s branding, name, logo, and

trademarks, Product Cost, and other information provided by Marketplace Provider and made available to Marketplace Consumer through the Marketplace.

- 11.9. **“Marketplace”** means an ancillary service offered by Snowflake described in the Marketplace Documentation.
- 11.10. **“Marketplace Consumer”** means the customer or potential customer of Marketplace Provider that has been authorized to gain access to, and purchase, if applicable, the Product.
- 11.11. **“Marketplace Documentation”** means the current technical documentation and usage guides for the Marketplace, made available at <https://other-docs.snowflake.com/> (or such successor URL as may be designated by Snowflake).
- 11.12. **“Marketplace Provider”** means the entity who lists and makes available one or more Products to Marketplace Consumer and other Marketplace consumers via the Marketplace.
- 11.13. **“Marketplace Provider Materials”** means all information, data, content and other materials, in any form or medium, that is submitted, posted, collected, transmitted or otherwise provided or made available by or on behalf of Marketplace Provider or an Authorized User through the Marketplace or to Snowflake in connection with Marketplace Provider and its Authorized Users’ use of the Marketplace, but excluding, for clarity, any information, data, content or materials owned or controlled by Snowflake and made available by Snowflake through the Marketplace. For greater certainty, Marketplace Provider Materials include Products and Listing Information, including any information about the Product Costs.
- 11.14. **“Party”** means Marketplace Provider or Marketplace Consumer individually.
- 11.15. **“Parties”** means Marketplace Provider and Marketplace Consumer collectively.
- 11.16. **“Personal Information”** means (i) any information, including opinions, relating to an identified or identifiable natural person, or that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a such a person or their household; and (ii) any similar terms defined under data protection laws, such as ‘personal data’ or ‘personally identifiable information’.
- 11.17. **“Product”** means data, software, or services submitted by Marketplace Provider and listed in the Marketplace.
- 11.18. **“Product Cost”** means the amount (calculated by time and/or usage) specified by Marketplace Provider for Marketplace

Consumer to have use of the Product subject to this Agreement in the Product Listing Information.

- 11.19. **“Sensitive Personal Information”** means (i) Personal Information that is not publicly available and includes or reveals any of the following: Social Security number, driver’s license, state identification card, tax identification number, passport number, military identification number, or other unique identification number issued on a government document commonly used to verify the identity of a specific individual; account log-in, financial account, debit card or credit card number in combination with any required security or access code, password, or credentials allowing access to an account; economic position; consumer reports (as defined under the Fair Credit Reporting Act); precise geolocation; contents of mail, email, and text messages; racial or ethnic origin, political opinions, religious or philosophical beliefs, or citizenship or immigration status; trade union membership; genetic data; biometric data, such as a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry; health or medical data; health insurance information; data concerning a natural person’s sex life or sexual orientation; or Personal Information of children under 16 years of age; and (ii) any similar terms defined under data protection laws, such as ‘sensitive personal data’ or ‘sensitive personally identifiable information’.
- 11.20. **“Service”** means a software-as-a-service offering made generally available by Snowflake and procured by or for Snowflake customers.
- 11.21. **“Snowflake”** means Snowflake Inc., its Affiliates, and their respective officers, directors, employees, and agents.
- 11.22. **“Transaction”** means any access or use of a Product granted by Marketplace Provider to Marketplace Consumer.
- 11.23. **“User”** means the persons designated and granted access to the Product by or on behalf of Marketplace Consumer, including, as applicable, any of its and its Affiliates’ Contractors.