



## Snowflake Partner Network (SPN) Program Agreement

**Version Date:** June 9, 2020

This Snowflake Partner Network (SPN) Program Agreement ("**Agreement**") is entered into by and between Snowflake Inc. ("**Snowflake**" or "**we**") and the entity ("**Partner**" or "**you**") accessing the Partner Portal or participating in the Snowflake Partner Network Program (the "**SPN Program**"). It takes effect when Partner's representative accesses the Partner Portal, applies to participate in the SPN Program, or checks the box, clicks to accept or otherwise manifests its consent to accept these terms ("**Effective Date**").

BY INDICATING ACCEPTANCE TO THIS AGREEMENT, ACCESSING THE PARTNER PORTAL, OR PARTICIPATING IN ANY SPN PROGRAM ACTIVITIES (INCLUDING USE OF ANY SPN PROGRAM MATERIALS OR BENEFITS), PARTNER ACCEPTS ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF PARTNER DOES NOT AGREE TO THIS AGREEMENT, NEITHER PARTNER NOR YOU ARE AUTHORIZED TO ACCESS THE PARTNER PORTAL, PARTICIPATE IN SPN PROGRAM ACTIVITIES, OR USE ANY SPN PROGRAM MATERIALS.

IF YOU SIGN UP FOR THE SPN PROGRAM OR PARTNER PORTAL USING AN EMAIL ADDRESS FROM YOUR EMPLOYER OR ANOTHER ENTITY, OR IF YOU ARE AN EMPLOYEE, CONTRACTOR OR AGENT OF AN ENTITY, THEN (A) YOU WILL BE DEEMED TO REPRESENT THAT ENTITY, (B) YOU HEREBY BIND THAT ENTITY TO THIS AGREEMENT AND REPRESENT AND WARRANT THAT YOU HAVE AUTHORITY TO DO SO AND (C) THE WORD "YOU" OR "PARTNER" BELOW WILL REFER TO THAT ENTITY. THE RIGHTS AND BENEFITS GRANTED UNDER THIS AGREEMENT, INCLUDING ANY BENEFITS OF THE SPN PROGRAM, ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUCH AUTHORIZED PERSONNEL. THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY PARTNER.

### 1. PARTNER PROGRAM.

**1.1. Overview.** Thank you for registering to participate in Snowflake's SPN Program. The SPN Program allows partners to take advantage of several partnership benefits based on the partnership tiers and other terms described in the SPN Program's Guidelines.

**1.2. Non-Exclusivity.** This Agreement is non-exclusive and does not prohibit either party from entering into any alliance, partner, referral, resale, customer or other agreement with any party at any time provided it otherwise remains in compliance with this Agreement, including its provisions regarding Confidential Information.

**1.3. Program Communications.** We may use the contact details Partner and Partner Personnel provide to send information about Snowflake, the SPN Program or other information that we think may be of interest to partners. By creating accounts on the Partner Portal, you give us permission to send these communications to you and your Partner Personnel who use the Partner Portal.

### 2. BENEFITS AND ACTIVITIES.

**2.1. Access to Partner Portal.** Snowflake's Partner Portal allows Partner to view its SPN Program status, access Training Materials and take advantage of other SPN Program benefits. Subject to the terms and conditions of this Agreement, Snowflake hereby grants Partner a limited, non-exclusive, nontransferable, non-sublicensable right during the Term to access (and to permit Partner Personnel to access) the Partner Portal solely internally in connection with its SPN Program activities. Snowflake's Privacy Notice (currently available at <https://www.snowflake.com/privacy-policy/>) applies to the use of the Partner Portal, including to any account information or other Partner Data that Partner or Partner Personnel submit through the portal. For clarity, Snowflake will act as a data controller (as that term is defined

under the GDPR) with respect to personal data (as that term is defined in the GDPR) it receives under this Agreement. For transfers of personal data relating to data subjects residing in the European Union (EU) or European Economic Area (EEA) to countries not deemed to ensure an adequate level of data protection, Snowflake's Privacy Shield certification shall apply or, to the extent it does not apply, the parties hereby incorporate the Controller-to-Controller Standard Contractual Clauses into this Agreement. Partner must keep its credentials secure and must notify Snowflake immediately of any breach of security or unauthorized use of its account. If any Partner Personnel stops working for Partner, Partner must promptly terminate that person's access to its Partner Portal account.

**2.2. Training Materials.** Snowflake's Training Materials are designed to help Partner Personnel learn about the Snowflake Service and related offerings. Subject to the terms and conditions of this Agreement, Snowflake hereby grants Partner a limited, non-exclusive, nontransferable, non-sublicensable right during the Term to access and use the Training Materials solely for internal training of Partner Personnel.

**2.3. Referral Program.** Where specified in the Guidelines, Partner may participate in Snowflake's optional referral program during the Term. The referral program (including any referral commissions) is subject to this Agreement and the Referral Program Terms located in the Partner Portal (including any eligibility requirements in the Referral Program Terms). If you do not wish to participate in the Referral Program, you may opt-out as specified in the Referral Program Terms.

**2.4. Other Program Benefits.** Participation in other SPN Program tiers, benefits and activities is optional. These tiers, benefits and activities are described in the Snowflake Partner Network Program Guide and in applicable Guidelines and are also subject to those descriptions and terms. Where

indicated, these activities may require invitation and acceptance by Snowflake, which may be granted or denied in its sole discretion. Partner acknowledges and agrees that eligibility for any SPN Program benefits and activities is conditioned upon its continued compliance with this Agreement and the requirements and terms in the applicable Guidelines.

**2.5. Use Restrictions.** Without limiting the other restrictions in this Agreement, Partner must not (and must not assist others to): (a) copy, transfer, distribute, sublicense, or otherwise provide access to the Partner Portal or Training Materials to a third party (except Partner Personnel working on Partner's behalf); (b) modify, translate, or excerpt content from the Partner Portal or Training Materials; (c) use the Partner Portal or Training Materials to develop any derivative works (including further internal or external training coursework or materials) or any products, services or programs competitive with Snowflake's; or (d) use the Partner Portal or Training Materials for any third-party's benefit or in connection with activities not related to the SPN Program. The licenses granted herein do not permit any of the foregoing uses. Partner agrees not to register, nor attempt to register, in any jurisdiction any Brand Elements that may be confusingly similar to Snowflake's Brand Elements.

### 3. CO-MARKETING

**3.1. Brand Elements and Marketing Materials.** Subject to the terms and conditions of this Agreement, each party (as the "licensing party") hereby grants to the other party (as the "licensed party") a non-exclusive, worldwide, non-transferable, royalty-free right during the Term: (a) to use the licensing party's Brand Elements to identify it as a "partner" and for other reference purposes on the licensed party's website(s) and other sales and marketing collateral and (b) to use the licensing party's Brand Elements and Marketing Materials for the other marketing activities mutually approved by the parties in writing (if any). Partner's right to use Snowflake's Brand Elements and Marketing Materials extends only to those elements and materials associated with its then-current partner tier (for example, registered partners must not use the "Elite" tier badge). Upon request, the licensed party will provide samples of its use of the Brand Elements and Marketing Materials, and it will promptly cease any offending use of Brand Elements and Marketing Materials identified by the licensing party. For clarity, neither party is required to use the other party's Brand Elements and Marketing Materials.

**3.2. Approvals and Restrictions.** A party must not, without the prior written permission of the other party: (a) modify, translate or create any derivative works of the licensing party's Marketing Materials (except that non-substantive format changes are permitted); (b) remove or obscure any Brand Elements contained in the licensing party's Marketing Materials; or (c) publish, distribute or issue any joint product sheet, joint reference architectures, joint case study, joint press releases or other joint announcements. Partner's use of Snowflake's Brand Element and Marketing Materials will comply with Snowflake's then-current Snowflake Brand Guidelines (defined below). Snowflake's use of Partner's Brand Elements and Marketing Materials will comply with any reasonable brand and usage guidelines it receives in writing from Partner (if any).

### 4. CONDUCT AND RESPONSIBILITIES.

**4.1. Unethical Conduct.** In carrying out any activities pursuant to this Agreement or as an SPN Program partner, Partner shall not: (a) make any guarantees, warranties or legal representations of any type on behalf of Snowflake or with respect to the Snowflake Technology (defined below); (b) describe Snowflake Technology in a manner inconsistent with Snowflake's Marketing Materials; or (c) violate any laws or engage in any deceptive, misleading, illegal or unethical practices.

**4.2. Integrity in Sales Practices.** Partner shall adhere to Snowflake's Business Partner Standards of Conduct (currently located at <https://www.snowflake.com/wp-content/uploads/2019/06/business-partner-standards-of-conduct.pdf>). Further, Partner certifies that it shall not use unethical practices, or in cases of dealing with the government, violate 31 U.S.C. 1352 (concerning payments to influence federal transactions) or the Procurement Integrity Act (Subsection 27(a) of the Federal Procurement Policy Act, (42 U.S.C. 423) as amended by Section 814 of Public Law (101-189) to obtain information or to secure business for itself or others. Partner further agrees that while performing any activities under this Agreement, it shall comply with all applicable anti-bribery and anti-corruption laws and regulations, including but not limited to the U.K. Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 (as amended pursuant to the 1988 Amendments and the International Anti-Bribery and Fair Competition Act of 1998) and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. Without limiting the generality of the foregoing obligation, Partner warrants that it has not and will not give, offer, or promise any payment or any item of value to: (i) any non-U.S. government official, which shall include any person working for a state owned entity; (ii) any non-U.S. political party official or political party; (iii) any candidate for a non-U.S. political office; or (iv) any officer or employee of a public international organization (each, an "Official"), for the purpose of influencing any act or decision of these Officials in their official capacity to help obtain or retain business, or gain any unfair advantage. Partner represents and warrants that neither it nor any of its officers, directors, or employees is an Official, and that it will not retain any Official in connection with the performance of its activities hereunder.

**4.3. Partner Data.** Subject to the terms of this Agreement, Partner hereby grants to Snowflake a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify and display the Partner Data to provide the Partner Portal, to carry out applicable SPN Program Activities and to exercise Snowflake's rights and obligations under this Agreement or applicable law. Partner represents and warrants that: (a) it has provided any necessary notices and has sufficient rights in the Partner Data to allow Snowflake to use and process it as authorized under this Agreement (including as needed to permit cross-border transfers of personal data to Snowflake, if any) and (b) the Partner Data and its authorized processing by Snowflake will not infringe or violate the intellectual property, publicity, privacy or other rights of any third party (including rights under Data Protection Laws). If Partner provides any prospects, leads or referrals to Snowflake, it further represents and warrants that it has provided all necessary notices and obtained all necessary consents to allow Snowflake, its Affiliates and Snowflake-authorized business partners to communicate

with the applicable individuals for Snowflake's marketing, sales, and other business purposes. Partner shall notify Snowflake (via email sent to [privacy@snowflake.com](mailto:privacy@snowflake.com)) within three business days of receiving a data subject request to exercise any rights under applicable Data Protection Laws.

**4.4. Partner Services.** To the extent Partner provides any of its own products or services to customers, Partner remains solely responsible for these products and services and its own relationships and agreements related to the same. Any use by Partner of a customer's Snowflake Service account is subject to such customer's approval and its applicable agreement with Snowflake. For clarity, this Agreement does not grant Partner the right to resell, distribute or otherwise make available Snowflake Technology to anyone or the right to access or use the Snowflake Service (including for development purposes or as part of its product or service offerings). Partner shall not engage in these activities except as may be agreed pursuant to a separate agreement with Snowflake.

**4.5. Responsibility for Personnel; Affiliates.** Partner will at all times be responsible for all actions or omissions of Partner Personnel in connection with this Agreement (including for their use of Training Materials and other resources and for their activities in connection with the SPN Program) and for anyone accessing the Partner Portal with its credentials. Partner represents and warrants that: (a) it and its Partner Personnel have the required power and authority to enter into this Agreement and to perform its obligations hereunder and (b) the execution of this Agreement and performance of its obligations hereunder do not and will not violate any other agreement to which it is a party. Partner and Partner Personnel must use the Partner Portal in accordance with Snowflake's Acceptable Use Policy (currently available at <https://www.snowflake.com/legal/>). If Partner permits any of its Affiliates to access the Partner Portal or participate in any SPN Program tiers, benefits or activities (including use of Training Materials and other resources), then Partner (i) hereby binds that Affiliate to this Agreement and represents and warrants that it has the power and authority to do so and (ii) will be responsible and liable for its Affiliate's compliance with the terms and conditions of this Agreement. Snowflake may terminate participation by any Partner Affiliate (or its personnel) at any time in its sole discretion.

## 5. PAYMENTS.

Registration for the SPN Program is free but Partner may choose to enroll in optional SPN Program tiers, activities and benefits that may require payment of fees. Unless otherwise specified in the applicable Guidelines, Partner will pay applicable fees through the Partner Portal and authorizes Snowflake to charge these fees to the credit card provided. If Snowflake invoices Partner for applicable fees, Partner will make payment in U.S. dollars within thirty (30) days from the date of Snowflake's invoice. Partner will be responsible for all taxes, withholdings, duties and levies in connection with the SPN Program (excluding taxes based on the net income of Snowflake). If Snowflake has the legal obligation to pay or collect taxes for which Partner is responsible under this Section, Snowflake will invoice Partner and Partner will pay that amount unless Partner provides Snowflake with a valid tax exemption certificate authorized by the appropriate taxing authority. Unless otherwise expressly stated in the applicable Guidelines, all fees are non-refundable and non-creditable

and payment obligations are non-cancellable once incurred. Partner waives any rights it may have to set-off, net, recoup, deduct, withhold, suspend or otherwise condition payment of fees. Any credits, discounts or other payments by Snowflake, such as referral commissions, are subject to the payment provisions of the applicable Guidelines.

## 6. INTELLECTUAL PROPERTY RIGHTS.

Except for the licenses expressly provided in this Agreement, each party retains all right, title and interest in and to its Brand Elements, Marketing Materials and Confidential Information. Any goodwill associated with the use of Brand Elements and Marketing Materials will inure to the licensing party's benefit. Snowflake or its suppliers shall retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to Snowflake's products, programs and services (including the SPN Program, Partner Portal, Training Materials and the Snowflake Service), any and all related or underlying technology, software, features, content and documentation, and any derivative works, modifications, or improvements of any of the foregoing, including as may incorporate any Feedback (collectively, "**Snowflake Technology**"). This Agreement does not grant Partner any licenses to Snowflake Technology except for the limited licenses to the Partner Portal and Training Materials as expressly stated herein. Notwithstanding anything to the contrary herein, Snowflake may freely use and incorporate into Snowflake Technology any suggestions, ideas or other feedback provided by Partner ("**Feedback**") without any obligation, payment, or restriction based on intellectual property rights or otherwise.

## 7. CONFIDENTIAL INFORMATION.

Each party (as "**Receiving Party**") will protect the Confidential Information of the other party (as "**Disclosing Party**") using 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). The Receiving Party will: (i) not use any Confidential Information of 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 employees, agents 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 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 may cause substantial harm for which damages alone may 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.

## 8. INDEMNITY.

**8.1. Indemnification.** Each party (as the "**Indemnifying Party**") will defend the other party, its Affiliates, and their officers, directors, employees, representatives and agents



(each, an **"Indemnified Party"**) against any third-party claim that the Indemnifying Party's Brand Elements or Marketing Materials infringes such third party's copyright, trademark or publicity rights, and will indemnify and hold harmless the Indemnified Parties from and against any resulting damages, fees (including attorney's fees), liabilities and costs awarded against the Indemnified Party or agreed to in a settlement by the Indemnifying Party. Further, Partner (as the Indemnifying Party) will defend Snowflake's Indemnified Parties from and against any third party claims arising from a breach or alleged breach of Section 4 (Conduct and Responsibilities), and will indemnify and hold harmless Snowflake's Indemnified Parties from and against any resulting damages, fees (including attorney's fees), liabilities and costs awarded against Snowflake's Indemnified Parties or agreed to in a settlement by the Indemnifying Party.

**8.2. Procedures.** The Indemnifying Party's obligations are subject to receiving: (a) prompt written notice of a claim (but in any event notice in sufficient time for the Indemnifying Party to respond without prejudice); (b) the exclusive right to control and direct the investigation, defense, and settlement of a claim; and (c) all reasonable cooperation required from the Indemnified Party. The Indemnifying Party may not settle any claim without the prior written consent of the Indemnified Party if the settlement requires the Indemnified Party to admit fault, pay any amounts or take or refrain from taking any action (other than to cease using the allegedly infringing materials). An Indemnified Party may participate in the defense of any claim by counsel of its own choosing, at its own cost and expense. In the event a claim is made or threatened, the Indemnified Party will cease use of any allegedly infringing Brand Elements or Marketing Materials at the Indemnifying Party's written request.

## **9. WARRANTY DISCLAIMER.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT EACH PARTY HEREBY DISCLAIMS (ON BEHALF OF ITSELF AND ITS LICENSORS AND SUPPLIERS) ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SNOWFLAKE'S PARTNER PORTAL, TRAINING MATERIALS AND ANY OTHER SNOWFLAKE TECHNOLOGY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. SNOWFLAKE DOES NOT WARRANT OR GUARANTEE THAT THE PARTNER PORTAL (INCLUDING ANY OF ITS CONTENT), TRAINING MATERIALS AND OTHER SNOWFLAKE TECHNOLOGY WILL MEET PARTNER'S REQUIREMENTS OR WILL BE UNINTERRUPTED, ACCURATE, UP TO DATE, TIMELY, SECURE OR ERROR FREE. NO STATEMENT OF OURS OR ANY OF OUR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES AND AFFILIATES SHALL CREATE ANY WARRANTY OTHER THAN THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. HOWEVER, ANY STATUTORILY REQUIRED WARRANTIES, IF ANY, IS HEREBY LIMITED TO THE SHORTEST PERIOD AND TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **10. LIMITATION OF LIABILITY.**

**10.1. Exclusions and Limitations.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT FOR EXCLUDED CLAIMS (DEFINED BELOW), IN NO EVENT WILL EITHER PARTY OR ITS RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND AGENTS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, COVER, RELIANCE, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS OR PROFITS), EVEN IF A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY'S AND ITS RESPECTIVE EMPLOYEES', OFFICERS', DIRECTORS', REPRESENTATIVES', LICENSORS', SUPPLIERS' AND AGENTS' LIABILITY ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED IN AGGREGATE (FOR ANY AND ALL CLAIMS AND THEORIES OF LIABILITY) ONE THOUSAND U.S. DOLLARS (\$1000.00) OR, IF GREATER, THE AMOUNT PAID OR PAYABLE UNDER THIS AGREEMENT BY A PARTY HEREUNDER IN THE TWELVE (12) MONTH PERIOD PRECEDING A CLAIM. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THESE LIMITS.

**10.2. Exceptions.** "EXCLUDED CLAIMS" MEANS CLAIMS ARISING FROM: (I) A PARTY'S EXPRESS DEFENSE AND INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; (II) BREACH BY A PARTY OF SECTION 7 (CONFIDENTIAL INFORMATION) (BUT EXCLUDING CLAIMS ARISING FROM UNAUTHORIZED LOSS, ALTERATION, USE OR DISCLOSURE OF, OR ACCESS TO, PARTNER DATA); (III) A PARTY'S INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS PROVIDED PURSUANT TO THIS AGREEMENT; (IV) FRAUD; OR (V) DEATH, PERSONAL INJURY OR TANGIBLE PROPERTY DAMAGE TO THE EXTENT CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

**10.3. Other Terms.** EACH PARTY ACKNOWLEDGES AND AGREES THAT THIS SECTION 10 IS A FUNDAMENTAL BASIS OF THE BARGAIN AND A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES AND WILL SURVIVE AND APPLY TO ANY CLAIMS BY A PARTY OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE), EVEN IF ANY LIMITED REMEDY IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SECTION 10.1 WILL ALSO APPLY TO SNOWFLAKE'S AFFILIATES, AND THEIR EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND AGENTS AND TO CLAIMS BETWEEN THE PARTIES ARISING UNDER THE CONTROLLER-TO-CONTROLLER STANDARD CONTRACTUAL CLAUSES.

## **11. TERM AND TERMINATION.**

This Agreement is effective as of the Effective Date and will have an initial term of twelve (12) months, unless earlier

terminated in accordance with this Section. This Agreement will automatically renew for additional, successive twelve (12) month terms unless either party gives the other written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term. The initial term and any renewal terms are the "Term" of this Agreement. Either party may terminate this Agreement for any reason or no reason upon thirty (30) days written notice to the other party and upon five (5) days written notice upon material breach by the other party. Upon termination or expiration of this Agreement, Partner agrees to cease SPN Program activities hereunder and each party must: (a) cease any ongoing co-marketing activities, including any subsequent use of the licensing party's Brand Elements and Marketing Materials and (b) at the Disclosing Party's request, return and/or destroy the Disclosing Party's Confidential Information, Brand Elements and Marketing Materials and certify destruction of the same. Notwithstanding the foregoing, the Receiving Party may retain backups of these items in order to comply with applicable law or its record keeping and retention policies, and these backups shall remain subject to Section 7 (Confidential Information). Without limiting its other available remedies, Snowflake may revoke or suspend access to the Partner Portal to address security, integrity or availability issues or in the event of a breach or suspected breach of this Agreement or Snowflake's Acceptable Use Policy.

## **12. GENERAL TERMS**

**12.1. Entire Agreement.** This Agreement (which includes the Guidelines) is the complete agreement between the parties relating to the subject matter hereof and supersedes and cancels all previous written and oral agreements and communications relating to such subject matter. The Guidelines are incorporated by reference into this Agreement.

**12.2. Non-Disparagement.** During the Term of this Agreement, neither Snowflake nor Partner will make any public statement (whether written or oral) that is intended to criticize or disparage the other party or any of its Affiliates. For clarity, the foregoing shall not limit a party's ability to bring legal claims before a court, regulator or arbitrator of competent jurisdiction

**12.3. Dispute Resolution.** Each party agrees that before it seeks any form of legal relief it shall provide written notice to the other party of the specific issue(s) in dispute with a reference to 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. Notwithstanding the foregoing, the dispute resolution procedures in this Section shall not prevent a party from seeking provisional remedies to address claims of misappropriation or infringement of its intellectual property, trade secrets or Confidential Information.

**12.4. Governing Law; Jurisdiction and Venue.** This Agreement will be governed by the laws of California and the

United States without regard to conflict of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. The exclusive 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.

**12.5. 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: (a) 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 and (b) Snowflake may assign this Agreement to any of its Affiliates. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section will be null and void. The foregoing notwithstanding, Partner is prohibited from assigning this Agreement to any Snowflake competitor.

**12.6. 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. Unless otherwise specified, "including" (and its variants) means "including without limitation" (and its variants) and any examples are intended to be illustrative, not limiting

**12.7. Notice.** Any notice or communication required or permitted under this Agreement will be in writing to the parties at the addresses provided during enrollment in the SPN Program and will be deemed to have been received by the addressee: (a) if given by hand, immediately upon receipt; (b) if given by overnight courier service, the first business day following dispatch; (c) 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 (d) if given by email, immediately upon receipt. To be effective, notices to Snowflake related to termination of this Agreement or any claims (including breach) must be sent to the Snowflake addresses provided during enrollment with a copy to [legalnotices@snowflake.com](mailto:legalnotices@snowflake.com).

**12.8. Amendments; Waivers.** From time to time, Snowflake may update this Agreement (including the Guidelines) and other policies and terms referenced herein. Partner's access to the Partner Portal and continuing participation in the SPN Program will be subject to any amendments. While Snowflake will make a commercially reasonable effort to notify Partner of material changes to this Agreement or the Guidelines through communications via the Partner Portal, email or other means, absence of notification does not relieve Partner of the obligation to monitor all changes, nor does it limit the enforceability of such updates. If Partner does not agree to updated terms, Partner must cease its participation in the SPN Program (including access to the Partner Portal and its content) and may terminate this Agreement as set forth above. Except as otherwise specified in this Section, any other amendment must be in writing signed by both parties. 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.

**12.9. Third Party Beneficiaries.** There are no third-party beneficiaries under this Agreement except as otherwise expressly stated herein.

**12.10. Force Majeure.** Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement if the delay or failure results from any cause beyond such party's reasonable control, including 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, acts or orders of government, acts of terrorism, or war.

**12.11. Export Control.** Each party agrees to comply with all applicable export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (i) each party represents and warrants that it is not listed on and will not engage with 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) each party will not (and will not permit any customer or third parties to) access or use any Snowflake Technology in violation of any U.S. export embargo, prohibition or restriction and (iii) Partner will not provide Snowflake with any Partner Data that contains information that is controlled under the U.S. International Traffic in Arms Regulations.

**12.12. Relationship of Parties.** Partner and Snowflake perform this Agreement as independent contractors. Notwithstanding the use of the term "partner," this Agreement does not create a partnership, joint venture, agency, fiduciary, or employment relationship. Each party is solely responsible for its expenses and costs of performing under this Agreement and for supervising, managing, contracting, directing, procuring, performing or causing to be performed its obligations under this Agreement, unless otherwise agreed upon in writing by the parties. Neither party's employees or contractors will be eligible for any compensation or benefits from the other party. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between Partner and Snowflake. Neither party shall act or attempt to act or represent itself, directly or by implications, as an agent of the other or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, the other party.

**12.13. Survival.** The following Sections will survive any expiration or termination of this Agreement: 1 (Partner Program), 4 (Conduct and Responsibilities), 5 (Payments), 6 (Intellectual Property Rights), 7 (Confidential Information), 8 (Indemnity), 9 (Warranty Disclaimers), 10 (Limitation of Liability), 11 (Term and Termination), 12 (General), 13 (Definitions), and any applicable provisions contained in the Guidelines that by their terms are intended to survive.

**12.14. Counterparts.** This Agreement may be entered into electronically and/or executed in counterparts, each of which will be deemed an original and all of which together will be considered one and the same agreement.

## 13. DEFINITIONS.

**"Affiliate"** means any entity that is controlled by, in control of, or is under common control with a party to this Agreement, where "control" means either the power to direct the management or affairs of the entity or ownership of 50% or more of the voting securities of the entity

**"Brand Elements"** means a party's trademarks, service marks, names and logos.

**"Confidential Information"** means information identified at the time of disclosure as confidential or that should be reasonably known by the Receiving Party to be confidential based on its content and the circumstances of its disclosure. The Partner Portal (including its content), Training Materials and other Snowflake Technology are Snowflake's Confidential Information with no marking or further designation required. Confidential Information does not include information that the Receiving Party can document: (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 the Receiving Party without use of such information.

**"Controller-to-Controller Standard Contractual Clauses"** means set II of the standard contractual clauses for the transfer of personal data from the community to third countries (controller-to-controller transfers) as approved by the European Commission pursuant to the commission decision of 27 December 2004 amending Decision 2001/497/EC, available at <http://data.europa.eu/eli/dec/2004/915/oj> (as updated, amended or superseded), and shall not include the optional commercial clauses. The parties agree that the obligations set forth in II(g) are satisfied by the disclosure of Snowflake's SOC 2, Type II report.

**"Data Protection Laws"** means all data protection and privacy laws and regulations applicable to the respective party in its role in the processing of personal data under the Agreement, including, where applicable, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data ("GDPR") and the California Consumer Privacy Act of 2018 ("CCPA") and its regulations.

**"Guidelines"** means the Snowflake Partner Network Program Guide, the Referral Program Terms and the additional guidelines, terms and policies posted on the Partner Portal that describe and apply to specific SPN Program benefits, activities and/or tiers.

**"Marketing Materials"** means the images, documentation, collateral, case studies and similar materials that a licensing party may provide for use as part of any marketing activities under this Agreement. In the case of Snowflake, the term includes the collateral and materials available in the Partner Portal that are expressly designated by Snowflake as "For Customer Use."

**"Partner Data"** means the data or content that is provided by Partner to Snowflake in connection with the SPN Program, including Partner Personnel's account data, prospect, lead or

referral information submitted by Partner, and content submitted to or posted on the Partner Portal.

**“Partner Personnel”** means Partner’s and its Affiliate’s employees, agents and contractors.

**“Partner Portal”** means Snowflake’s partner portal for the SPN Program, currently located at [www.snowflake.com/SPN](https://www.snowflake.com/SPN).

**“Referral Program Terms”** means the Referral Program Terms located in the Partner Portal, which governs Snowflake’s referral program.

**“Snowflake Service”** means Snowflake’s cloud-based software-as-a-service solutions and related software.

**“Snowflake Brand Guidelines”** means Snowflake’s Branding Guidelines (currently available at

<https://www.snowflake.com/brand-guidelines/>), Partner Content Guidelines (currently located within the Partner Portal) and other reasonable usage guidelines Snowflake may provide in writing to Partner.

**“Training Materials”** means Snowflake’s then-current training and technical enablement materials made available through the Partner Portal. For clarity, materials expressly designated by Snowflake as “For Customer Use” are considered Snowflake’s Marketing Materials, not Training Materials.

Other terms are defined in the main body of this Agreement or in the Guidelines.