CRUNCHY DATA ONE-TIME RESELLER AGREEMENT

This Snowflake Reseller Agreement ("**Agreement**") is entered into by and between Snowflake Inc. ("**Snowflake**") and the entity authorized by Snowflake to resell Crunchy Data Offerings ("**Reseller**"). The Agreement consists of the terms and conditions set forth below, any attachments, addenda or exhibits referenced in the Agreement, and any Order Forms (as defined below) that reference this Agreement. The "**Effective Date**" of this Agreement is the effective date of Reseller's first Order Form referencing this Agreement.

1. AUTHORIZATION.

1.1. Resale Authorization. Snowflake grants to Reseller the one-time, non-exclusive right to resell the Crunchy Data Offerings to the Customer(s) designated in the applicable Order Form, subject to the terms and conditions set forth in this Agreement. For the avoidance of doubt, nothing in this Agreement prohibits Snowflake from selling Crunchy Data Offerings directly to any Customer or through any other reseller or distributor.

1.2 No Sub-distributors. Reseller shall not, without Snowflake's prior written approval (which Snowflake, at its sole discretion, may withhold, approve or condition): (a) appoint sub-distributors, resellers, agents or other intermediaries to market or sell the Crunchy Data Offerings or (b) use or pay any third party entities or individuals to sell or provide any of the Crunchy Data Offerings.

2. RESELLER RESPONSIBILITIES.

2.1. Reseller Order. Reseller shall ensure that each Customer enters into a Reseller Order and that such order: (i) is executed by an authorized representative of the Customer, (ii) specifically includes each Customer's acceptance of and agreement to be bound by the Subscription Agreement, and (iii) complies with the requirements of the Reseller Order Terms (Exhibit A to this Agreement). Reseller shall not: (a) make any guarantees, warranties or legal representations of any type on behalf of Snowflake or with respect to any Crunchy Data Offerings; (b) describe Crunchy Data Offerings in a manner inconsistent with the applicable Documentation; or (c) engage in any deceptive, misleading, unlawful or fraudulent practices. Snowflake is not a party to such Reseller Order. Notwithstanding the foregoing, where Reseller resells to the U.S. Federal Government or any U.S. State or local government entity(ies) ("**U.S. Government Customer(s)**"), Reseller understands and agrees that: (1) the applicable Reseller Order and Subscription Agreement will not create privity between Snowflake and the relevant U.S. Government Customer(s); (2) as between Reseller and the relevant U.S Government Customer, Reseller shall put in place terms materially similar to the Subscription Agreement (the "**Reseller Terms**"); (3) Reseller shall not create any right of action against Snowflake by a third party other than and pursuant to Snowflake's obligations under Section 7.1 (Indemnification by Snowflake) (to the extent applicable); and (4) where a U.S. Government Customer's action or inaction harms or is likely to harm Snowflake, violates the Reseller Terms, Reseller agrees to act in good faith and actively engage with Snowflake to sponsor a claim by Snowflake against the relevant U.S. Government Customer. Upon Snowflake's request, Reseller shall provide Snowflake with a compliance confirmation notice, a copy of the Reseller Order (and the Reseller Terms, if applicable) (redacted by Reseller to mask pricing terms or similar financial terms) and/or other materials or documentation reasonably necessary to confirm Reseller's compliance with this Agreement.

2.2. Reseller Access. Any decision by the Customer to provide Reseller with access to the Crunchy Data Offerings is made solely at the discretion of the Customer. Reseller has no need to access the Crunchy Data Offerings in order to perform its obligations under this Agreement and nothing in this Agreement shall be interpreted as granting Reseller authority to have such access.

2.3 Compliance. Reseller shall comply with laws, policies and regulations applicable to the resale of Crunchy Data Offerings to Customers.

3. INTELLECTUAL PROPERTY. Snowflake or its suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Crunchy Data Offerings (including any Deliverables), and any and all related and underlying technology and documentation; and any derivative works, modifications, or improvements of any of the foregoing, including any Feedback that may be incorporated (collectively, "**Snowflake Technology**"). Except for the express limited rights set forth in this Agreement, no right, title or interest in any Snowflake Technology is granted to Reseller or any third party. Notwithstanding anything to the contrary herein, Snowflake may freely use and incorporate into Snowflake's products and services any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Reseller, Customer or by any users of the Crunchy Data Offerings relating to Snowflake's products or services ("**Feedback**").

4. CONFIDENTIALITY. Each party (as "**Receiving Party**") will: (i) use the same degree of care that it uses to protect disclosure of its own confidential information of like kind (but not less than reasonable care) (ii) not use any Confidential Information of the other party (the "**Disclosing Party**") for any purpose outside the scope of this Agreement, and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its or 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 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.

5. FEES AND PAYMENT; TAXES; PAYMENT DISPUTES.

5.1. Fees and Payment. All Fees and payment terms shall be set forth in an applicable Order Form or invoice. Except as expressly set forth in this Agreement, all payment obligations are non-cancelable, and Fees are non-refundable. Fees due under this Agreement are not contingent upon any Customer payments to Reseller.

5.2. Taxes. Fees do not include Taxes. Reseller is responsible for paying, invoicing (if required by law) and reporting all Taxes associated with its purchases hereunder, including without limitation all use or access of the Service by the Users. For the sake of clarity, Reseller is solely responsible for determining whether any Taxes apply to any Reseller Order, and Snowflake is not responsible for remitting Taxes to any taxing authority for any Reseller Order, or for reporting any information (including the payment of Taxes) for any Reseller Order. If Snowflake has the legal obligation to pay or collect Taxes for which Reseller is responsible for under this Section, Snowflake will issue a valid tax invoice to Reseller and Reseller will pay that amount unless Reseller provides Snowflake in advance of execution of the Order Form with a valid tax exemption certificate authorized by the appropriate taxing authority. Taxes will not be deducted from payments to Snowflake, except as required by applicable law, in which case Reseller will increase the amount payable as necessary so that, after making all required deductions and withholdings, Snowflake receives and retains (free from any liability for Taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made. Upon Snowflake's request, Reseller will provide to Snowflake its proof of withholding tax remittance to the respective taxing authority. Reseller and Snowflake shall reasonably co-operate with each other in seeking waiver or reducing any applicable Taxes and in order to avail such beneficial claims, exchange with each other all necessary and relevant documents. Where applicable, Reseller will provide on the Order Form its VAT/GST Registration Number.

5.3. Payment Disputes. Snowflake will not exercise its rights under Section 6.1 (Termination for Cause) or Section 6.6 (Suspension of Crunchy Data Offerings) with respect to non-payment by Reseller if Reseller is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute. If the parties are unable to resolve such a dispute within thirty (30) days, each party shall have the right to seek any remedies it may have under this Agreement, at law or in equity, irrespective of any terms that would limit remedies on account of a dispute. For clarity, any undisputed amounts must be paid in full. For clarity, a Reseller may not dispute any payments to Snowflake based on non-payment by a Customer.

5.4 Refunds. If any credits or refunds are due to a Customer under the Subscription Agreement for a Snowflake breach of such Subscription Agreement, then Snowflake shall provide Reseller with a pro-rata credit or refund based on Fees between Snowflake and Reseller, and Reseller shall provide Customer with the corresponding credit or refund amount based on its fees Reseller charged to Customer. In no event shall Snowflake be liable directly to Customer for any refund that Reseller may be required to make to the Customer.

5.5. No Set-Off. Reseller will not set-off or offset against Snowflake invoices amounts that Reseller claims are due to it by Snowflake or any amounts resulting from any billing or collection disputes between Reseller and Customer. Reseller will bring any claims or causes of action it may have in a separate action and waives any rights it may have to offset, set-off, or withhold payment for products or services provided by Snowflake under this Agreement.

6. TERM AND TERMINATION.

6.1. Termination for Cause. This Agreement may be terminated by either party for cause at any time, without limiting any party's other rights or remedies:

6.1.1 Upon written notice identifying with specificity the cause if the nonterminating party commits a material breach of this Agreement, and such breach continues unremedied for a period of more than fifteen (15) calendar days after receipt by the other party of written notice thereof; or

6.1.2 Upon written notice if the non-terminating party: (i) has a receiver appointed for itself or its property; (ii) makes an assignment for the benefit of its creditors; (iii) has any proceedings commenced by, for or against it under any bankruptcy, insolvency or debtor's relief law seeking a reorganization of such party's debts and such proceedings are not dismissed within ninety (90) days of their commencement; or (iv) is liquidated or dissolved.

6.2 No Liability for Lost Profits. Neither party to this Agreement shall be liable to the other by reason of termination of this Agreement at law or equity for compensation, reimbursement or damages on account of any loss of prospective profits on anticipated sales or on account of expenditures, investments, leases or other commitments relating to the business or goodwill of either party, notwithstanding any law to the contrary. No termination of this Agreement shall release either party from its obligation to pay the other party any amounts which accrued prior to such termination or which shall accrue after such termination.

6.3 Effect of Expiration or Termination on Order Forms. Upon expiration or termination of this Agreement, all Order Forms shall terminate at the end of the applicable Subscription Term and may not be renewed or extended by Reseller. Reseller must provide notice of non-renewal/termination to each Customer.

6.4. Expiration or Termination of Order Forms. An Order Form may be terminated: (1) by either party, if the other party fails to cure any material breach of this Agreement (including a failure to pay Fees) within thirty (30) days after written notice; (2) by Snowflake in accordance with the termination provisions of the Subscription Agreement; or (3) as expressly specified in the Order Form. Except where an exclusive remedy is specified, the exercise of either party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise. For any termination of an Order Form in accordance with this Section 6.4 due to Snowflake's material breach of this Agreement, Snowflake will refund to the Reseller any unused Fees Reseller has pre-paid for the Crunchy Data Offerings purchased thereunder. Reseller will be responsible for refunding any Fees to Customer. This Agreement will automatically terminate upon the expiration or termination of all Order Forms.

6.5. Survival. The following Sections will survive any expiration or termination of this Agreement: 2 (Reseller Responsibilities), 3 (Intellectual Property), 4 (Confidentiality), 5 (Fees and Payment; Taxes; Payment Disputes), 6 (Term and Termination), 7 (Indemnification), 8 (Limitation of Remedies and Damages), 10 (General Terms), and 11 (Definitions).

6.6. Suspension of Crunchy Data Offerings. In addition to any of its other rights or remedies (including, without limitation, any termination rights) set forth in this Agreement, Snowflake reserves the right to suspend provision of any services provided or ordered under an Order Form; (a) if Reseller is thirty (30) days or more overdue on a payment related to that Order Form, (b) as allowed under the Subscription Agreement, (c) as required by law or at the request of governmental entities or (d) Reseller's breach of this Agreement. Reseller will notify Snowflake if it becomes aware of any breach by a Customer of the Reseller Order or Subscription Agreement.

7. INDEMNIFICATION.

7.1. Indemnification by Snowflake. Snowflake will defend Reseller from and against any claim by a third party alleging that the Crunchy Data Offerings, when resold as authorized under this Agreement, and when used as authorized under the Subscription Agreement, infringes a copyright, or trademark and will indemnify and hold harmless Reseller from and against any damages and costs awarded against Reseller or agreed in settlement by Snowflake (including reasonable attorneys' fees) resulting from such claim. If Reseller's resale of the Crunchy Data Offerings is (or in Snowflake's opinion is likely to be) enjoined, if required by settlement or if Snowflake determines such actions are reasonably necessary to avoid material liability, Snowflake may, in its sole discretion, either: (a) procure for Reseller the right to continue reselling the Crunchy Data Offerings; or (b) terminate the applicable Order Form and refund to Reseller the unused Fees that Reseller has pre-paid for the applicable Crunchy Data Offerings. The foregoing indemnification obligation of Snowflake will not apply to the extent the applicable claim is attributable to: (1) the modification of the Crunchy Data Offerings by any party other than Snowflake; (2) any unauthorized resale of the Crunchy Data Offerings; or (3) any Reseller or third-party products, services, materials, or combinations with such items. THIS SECTION SETS FORTH CRUNCHY DATA'S SOLE LIABILITY AND RESELLER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

7.2. Indemnification by Reseller. Reseller will defend Snowflake from and against any claim by any Customer or other third party arising from or relating to Reseller's failure to adhere to Sections 1.1 (Resale Authorization) or 2.1 (Reseller Orders) and will indemnify and hold harmless Snowflake from and against any damages and costs awarded against Snowflake or agreed in settlement by Reseller (including reasonable attorneys' fees) resulting from such claim.

7.3. Indemnification Procedures. In the event of a potential indemnity obligation under this Section 7, the indemnified party will: (i) promptly notify the indemnifying party in writing of the claim, (ii) allow the indemnifying party the right to control the investigation, defense and settlement (if applicable) of such claim at the indemnifying party's sole cost and expense, and (iii) upon request of the indemnifying party, provide all necessary cooperation at the indemnifying party's expense. Failure by the indemnified party to notify the indemnifying party of a claim under this Section shall not relieve the indemnifying party of its obligations under this Section, however the indemnifying party shall not be liable for any litigation expenses that the indemnified party incurred prior to the time when notice is given or for any damages and/or costs resulting from any material prejudice caused by the delay or failure to provide notice to the indemnifying party in accordance with this Section. The indemnifying party may not settle any claim in any matter that would require obligation on the part of the indemnified party (other than payment or ceasing to use infringing materials), or 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. Further, any indemnification obligation under this Section 7 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.

8. LIMITATION OF REMEDIES AND DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT FOR "EXCLUDED CLAIMS", NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, COSTS OF DELAY, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT FOR "EXCLUDED CLAIMS", AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EACH PARTY'S ENTIRE LIABILITY TO THE OTHER PARTY (FOR DAMAGES OR LIABILITY OF ANY TYPE), SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID (OR WITH RESPECT TO CLAIMS FOR FEES DUE, PAYABLE) BY RESELLER TO CRUNCHY DATA ATTRIBUTABLE TO THE PRIOR TWELVE (12) MONTHS UNDER THE APPLICABLE ORDER FORM. Notwithstanding the foregoing, this paragraph will not limit Reseller's liability for Fees due and payable pursuant to this Agreement.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR ANY 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.

THE PARTIES AGREE THAT THE WAIVERS AND LIMITATIONS SPECIFIED IN THIS SECTION 8 WILL SURVIVE AND APPLY TO ANY CLAIMS ARISING FROM 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 SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. INSURANCE. Reseller will maintain, at its sole expense, during the Term of this Agreement, insurance coverage as follows, underwritten by an insurance company that carries an A- or better rating from A.M. Best or its equivalent: (a) Comprehensive General Liability Insurance including Premises Liability/Completed Operations Insurance in the minimum amount of one million dollars (USD

$1,000,000) per occurrence; (b) Umbrella/Excess Liability in the minimum amount of one million dollars (USD $1,000,000) per occurrence; and (c) Professional Liability (also known as Errors and Omissions Liability) covering acts, errors and omissions arising out of Reseller's operations in an amount not less than two million dollars (USD $2,000,000) per occurrence. The Reseller insurance obligations specified herein shall not limit in any way any other obligation or liability of Reseller provided elsewhere in this Agreement.

10. GENERAL TERMS.

10.1. Assignment. This Agreement (including any associated Order Forms) 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. Notwithstanding the foregoing, Snowflake may, upon written notice and without the other party's consent: (a) assign this Agreement (and any associated Order Forms) to any Snowflake affiliate or (b) in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such party's assets or voting securities. Snowflake shall promptly provide notice of any such assignment. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section will be null and void.

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

10.3. Dispute Resolution; Governing Law; Jurisdiction and Venue. Each party agrees that before it seeks any form of legal relief (except for a provisional remedy as explicitly set forth below) it shall provide written notice to the other party of the specific issue(s) in dispute (and reference the relevant provisions of the contract between the parties which are allegedly being breached). Within thirty (30) days after such notice, knowledgeable executives of the parties shall hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith, to resolve the dispute. The parties agree to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation or arbitration, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law or judicial decision. The dispute resolution procedures in this Section shall not apply to claims subject to indemnification under Section 7 (Indemnification) or prior to a party seeking a provisional remedy related to claims of misappropriation or ownership of intellectual property, trade secrets or Confidential Information. This Agreement will be governed by the laws of the State of Delaware and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods, unless the issue relates to federal procurement regulations or statutes and in such case federal procurement law as interpreted by the United States Boards of Contract Appeals and the United States Court of Federal Claims shall apply. The jurisdiction and venue for actions related to the subject matter hereof will be the state and federal courts located in New Castle County, Delaware and both parties hereby submit to the personal jurisdiction of such courts.

10.4. Notice. Any notice or communication required or permitted under this Agreement will be in writing to the parties at the email/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. Notices related to any legal claims between the parties (including without limitation breach or indemnity) may not be given via email only. Except as otherwise expressly stated herein, all email notifications under this Agreement to Snowflake shall be to legalnotices@snowflake.com.

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

10.6. Integrity in Sales Practices. Reseller shall adhere to Snowflake Inc.'s Business Reseller Standards of Conduct (currently located at https://www.snowflake.com/wp-content/uploads/2019/06/business-partner-standards-of-conduct.pdf). Further, Reseller 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. Reseller will not pay bribes, directly or indirectly, to anyone in connection with the Crunchy Data Offerings. Specifically, Reseller agrees it shall comply with all applicable domestic, foreign and local 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) and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. Without limiting the generality of the foregoing obligation, Reseller will not give, offer, or promise anything of value to: (i) any government official, which shall include any person working for a state owned entity; (ii) any political party official or political party; (iii) any candidate for a political office; or (iv) any officer or employee of a public international organization (each, an "**Official**"), in order to influence such Officials to help the Reseller's business. Reseller 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 Crunchy Data Offerings or the activities under this Agreement. Notwithstanding any other termination provisions in this Agreement, Snowflake may terminate this Agreement if it determines, in its sole discretion, that Reseller has breached this provision.

10.7. Entire Agreement. This Agreement (including the Order Form and other document referenced herein and incorporated by reference) 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.

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

10.9. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control, including 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.

10.10. Export Control. Each party agrees to comply with all 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 sell to 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 Crunchy Data Offerings in violation of any U.S. export embargo, prohibition or restriction, and (iii) each party will not permit Customers to submit to the Crunchy Data Offerings any information that is controlled under the U.S. International Traffic in Arms Regulations.

10.11. Relationship of Parties. Reseller and Snowflake perform this Agreement as independent contractors. Each party is solely responsible 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. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between Reseller 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.

10.12. Records; Audits. Reseller agrees to keep all usual and proper records and books of account and all usual and proper entries relating to any Reseller Orders. Snowflake may cause an audit to be made of the applicable Reseller records in order to verify Reseller's compliance with the terms of this Agreement with five (5) business days prior written notice. Reseller agrees to provide Snowflake's designated audit team access to the relevant Reseller records and facilities and to otherwise cooperate with such audit team. Any such audit will be paid for by Snowflake, provided, however, that in the event that any such examination discloses a material breach of the Agreement, Reseller agrees to pay or reimburse Snowflake for the reasonable expenses of the audit, as determined in good faith by the parties at the completion of the audit.

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

11. DEFINITIONS.

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

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

"**Consulting Services**" has the meaning given to it in the Subscription Agreement.

"**Crunchy Data Offerings**" means Snowflake software, Enterprise Support, or Consulting Services (including Deliverables) specifically set forth on the Order Form.

"**Snowflake Technology"** is defined in Section 3 (Intellectual Property).

"Customer" means an entity identified in an Order Form that has entered into an agreement with Reseller to procure Crunchy Data Offerings pursuant to this Agreement (including without limitation an U.S. Government Customer pursuant to Section 2.1 (Reseller Order) above).

"**Deliverable**" has the meaning given to it in the Subscription Agreement.

"**Disclosing Party**" is defined in Section 4 (Confidential Information).

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

"**Excluded Claims**" means any claim arising from (a) Reseller's breach of Section 1.1 (Resale Authorization) (b) Reseller's breach of Section 2.1 (Reseller Order) (c) a party's breach of its obligations in Section 4 (Confidentiality); and (c) either party's express obligations under Section 7 (Indemnification).

"**Feedback**" is defined in Section 3.1 (Snowflake Technology).

"**Fees**" means the fees payable by Reseller for the applicable Crunchy Data Offerings.

"**Order Form**" means a Snowflake ordering document executed by Reseller and Snowflake which specifies the Crunchy Data Offerings that Reseller will provide to the applicable Customer.

"**Receiving Party**" is defined in Section 4 (Confidentiality).

"**Reseller Order**" means a signed agreement between Reseller and each Customer that contains pricing, payment and other terms that comply with the requirements of this Agreement. Snowflake may update the Subscription Agreement from time to time by posting an updated version, and Reseller must use the latest version when issuing Reseller Orders (and Reseller Terms, as applicable) to Customers. Reseller must have a separate Reseller Order for each Customer.

"**Subscription Agreement**" means the Snowflake Enterprise Subscription Agreement located at https://www.crunchydata.com/subscription-agreement-w-consulting.pdf applicable to a Customer's use of the Crunchy Data Offerings (or the basis for the Reseller Terms (in accordance with Section 2.1 (Reseller Order) above), in the case of U.S. Government Customers).

"**Subscription Term**" means the subscription term for the Crunchy Data Offerings designated on an Order Form.

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

"**VAT/GST Registration Number**" means the value added tax/GST registration number of the business location(s) where Reseller is legally registered, and the ordered services are procured for resale to a Customer.

EXHIBIT A (Reseller Order Terms)

These Reseller Order Terms specify the minimum terms and conditions required for Reseller Orders between Reseller and Customer. These Reseller Order Terms are part of and subject to the Reseller Agreement ("**Agreement**") between Snowflake and Reseller. Unless otherwise specified below, capitalized terms used but not defined herein have the meaning specified in the Agreement.

1. **Governing Agreement:** The Reseller Order must specify that any use of the Crunchy Data Offerings is governed by the Subscription Agreement in the case of non-U.S. Government Customers, or the Reseller Terms in the case of U.S. Government Customers, and must expressly bind Customers to such Subscription Agreement or Reseller Terms, as applicable.
2. **Customer:** The Reseller Order must identify the specific Customer receiving the licensed subscription to the Crunchy Data Offerings. This Customer must match the information specified in the Order Form between Snowflake and Reseller. The specific legal entity must be named together with the Customer's Bill-to street address and Ship-to street address. The Reseller Order must contain the name, email and phone of Customer's administrator contact.
3. **Subscription Information:** The Reseller Order must specify the Crunchy Data Offerings being procured by Customer, the Subscription Term and start date for the Customer's subscription, which must match the information specified in the Order Form.
4. **Pricing and Discounts:** All Crunchy Data Offerings in an Order Form must be resold by Reseller to the Customer specified therein. Reseller is responsible for determining the pricing and discounts extended to Customer.
5. **Rollover:** The Reseller Order must contain a rollover provision for any unconsumed Consulting Services that matches the rollover provision in Reseller's Order Form with Snowflake.
6. **Termination:** The Reseller Order must specify that the Order Form will automatically terminate upon expiration of Customer's Subscription Term. Any termination notices issued to Snowflake in accordance with the Subscription Agreement must be sent only by Reseller.
7. **General:** The Reseller Order must not contain terms or conditions that alter, add or are inconsistent with the license and subscription rights granted by Snowflake, as specified in the related Order Form and in the Subscription Agreement (or the Reseller Terms, if applicable). The Reseller Order must be signed by an authorized representative of the Customer. In connection with each Reseller Order, Reseller shall comply with laws, policies and regulations applicable to the resale of Crunchy Data Offerings to Customers.