



SNOW SOFTWARE RESELLER GENERAL TERMS AND CONDITIONS

BY SIGNING AN ORDER FORM OR PSOW (EACH AS DEFINED BELOW) THAT REFERENCES THESE RESELLER GENERAL TERMS AND CONDITIONS (“**AGREEMENT**”), THE PARTNER NAMED IN THE APPLICABLE SIGNATURE BLOCK OF SUCH ORDER FORM OR PSOW (“**PARTNER**”) AND SNOW AGREE TO THE TERMS OF THIS AGREEMENT. THIS AGREEMENT IS EFFECTIVE AS OF THE DATE OF PARTNER’S SIGNATURE ON AN ORDER FORM OR PSOW REFERENCING THIS AGREEMENT (THE “**EFFECTIVE DATE**”). “**SNOW**” MEANS THE SNOW SOFTWARE ENTITY IDENTIFIED IN THE APPLICABLE ORDER FORM OR PSOW, PROVIDED THAT IF THE SNOW SOFTWARE ENTITY IS NOT IDENTIFIED IN THE APPLICABLE ORDER FORM OR PSOW, “**SNOW**” MEANS THE SNOW SOFTWARE ENTITY CORRESPONDING THE COUNTRY OR REGION WHERE PARTNER IMPLEMENTS THE PRODUCTS OR SERVICES AS SET FORTH IN GLOBAL APPENDIX OF THIS AGREEMENT. “**CUSTOMER**” MEANS THE END CUSTOMER NAMED IN THE ORDER FORM OR PSOW FOR WHICH THE PRODUCTS OR PROFESSIONAL SERVICES ARE BEING PROCURED. PARTNER AND SNOW MAY BE REFERRED TO INDIVIDUALLY AS A “**PARTY**,” AND COLLECTIVELY THE “**PARTIES**.” AN “**AFFILIATE**” OF A PARTY MEANS ANY LEGAL ENTITY THAT DIRECTLY, OR INDIRECTLY, CONTROLS OR IS CONTROLLED BY, OR IS UNDER THE COMMON CONTROL OF SUCH PARTY.

THIS AGREEMENT ONLY GOVERNS THE ORDER FORM OR PSOW WHICH REFERENCES THIS AGREEMENT. THIS AGREEMENT DOES NOT ESTABLISH AN ONGOING PARTNER RELATIONSHIP BETWEEN SNOW AND PARTNER. IF PARTNER DESIRES TO ESTABLISH A FORMAL PARTNER RELATIONSHIP, PARTNER MUST EXECUTE A SEPARATE MASTER PARTNER AGREEMENT WHICH CAN BE PROVIDED BY SNOW UPON REQUEST.

1. Scope. “**OPS**” means Snow’s on-premise software, licensed either perpetually or for a definite term (e.g. subscription). “**SPE Customer Licenses**” means licenses which provide a Customer to access Snow’s service provider edition software platform hosted by Partner for a definite term. “**Support**” means Snow’s maintenance and support licensed for a definite term and described at <http://snowsoftware.com/int/cst>. OPS, SPE Customer Licenses, and Support are each a “**Product Type**” and collectively “**Products**.” Products are licensed in accordance with the license metrics definitions outlined at <https://www.snowsoftware.com/int/licensemetricdefinitions>.

2. Order Forms. For Products, Partner and Snow may execute Snow order forms (each an “**Order Form**”) which will describe the (a) Product Type, (b) length of Partner’s right to sublicense use of the Product (“**Product Term**”), (c) quantity, endpoints, and other usage parameters (“**Usage Parameters**”), (d) pricing and fees (“**Fees**”) and (e) other relevant details.

3. Grant of Right and License. Subject to the terms of this Agreement and in accordance with the applicable Order Form, Snow grants Partner a worldwide, nonexclusive, revocable (only as set forth in Section “Term and Termination”) right to (a) sublicense use of the Products to the Customer within the Usage Parameters during the Product Term for the Customer’s internal business purposes, and (b) use the SPE Customer Licenses for the applicable Customer’s internal business purpose as part of Partner’s provision of managed services to such Customer.

4. Professional Services. This Agreement also governs implementation, configuration, and other professional services provided by Snow a subcontractor of Partner for the benefit of the Customer (“**Professional Services**”). If Partner orders Professional Services from Snow, the Parties will execute a partner statement of work (“**PSOW**”), which will describe the (a) scope of the Professional Services to be provided by Snow to the Partner for the benefit of the Customer, (b) Partner’s and Customer’s related obligations, (c) delivery location, and (d) corresponding Fees. In connection with each PSOW, Partner will enter into a customer statement of work (“**CSOW**”) with the

Customer where Partner agrees to perform the Professional Services outlined in the PSOW for the Customer.

5. Professional Services Warranty. Snow represents and warrants that it shall perform the Professional Services in accordance with industry standards and practices generally applicable to such Professional Services. In the event Partner gives Snow written notice of non-compliance of the aforementioned warranty within (10) days of delivery of the Professional Services, Snow shall, as Snow’s sole obligation and Partner’s exclusive remedy, promptly correct or re-perform the Professional Services.

6. Deliverables. Any reports, methods, images, technology, designs, materials, documentation, or other deliverables provided by Snow to Partner as part of the Professional Services are “**Deliverables**”. Notwithstanding the foregoing, no Products (including any updates, upgrades, patches, or bug fixes) or any underlying technology shall be considered a Deliverable. Snow grants Partner a perpetual, worldwide, nonexclusive license to sublicense the Deliverables to the Customer named in the applicable CSOW for the Customer’s internal business purposes. As between the Parties, Partner retains all rights, title, and interest in and to any data and content provided by Partner to Snow as part of the Professional Services (“**Partner’s Content**”). Partner grants to Snow a non-exclusive right and license to use the Partner’s Content solely as necessary for Snow to fulfill its obligations under the applicable PSOW.

7. SPE Customer Licenses. SPE Customer Licenses are only valid for the specific Customer for which they were purchased, and may not be transferred or otherwise utilized by a different Customer. For each new Customer, Partner must purchase a baseline amount of SPE Customer Licenses in advance to meet the initial needs of the Customer (“**Baseline Purchase**”). The SPE Customer Licenses issued to each unique Customer are not capped and Customer may utilize additional SPE Customer Licenses as needed during the Product Term. On a regular basis during the Product Term, Snow will review Partner’s prior usage to determine the number of SPE Customer Licenses utilized that exceed the Baseline Purchase (the “**Excess Customer Licenses**”). Partner and Snow agree that Snow shall

invoice Partner in arrears for any Excess Customer Licenses in accordance with the per-license price in the Baseline Purchase prorated for the remaining Product Term. Partner agrees that a purchase order or other ordering document is not required for payment and that Partner's payment is due irrespective of whether a Customer was authorized by Partner to utilize Excess Customer Licenses.

8. SPE Maintenance and Support. Subject to Partner's payment of the applicable Fees, Snow will provide Support directly to Partner for the benefit of the Customer for issues related to a Customer's use of the SPE Customer Licenses. All requests for Support must come directly from Partner, and not the Customer. Prior to Partner submitting a support ticket to Snow on a Customer's behalf, Partner must provide level one support to the Customer which shall include: (a) responding to a Customer's general SPE Customer License questions, (b) broadly diagnosing Customer's failures and causes; and (c) attempting to reproduce Customer's error(s). Partner agrees that it will promptly address, and work diligently with Snow to resolve, each Customer's technical issues.

9. End User License Agreement. Customer's use of the Products is subject to the Master License and Services Agreement located at <https://www.snowsoftware.com/legal/mlsa> ("EULA"). If Partner provides a Customer access to a Product (via sublicense or otherwise), Partner agrees to ensure that the Customer enters into the EULA in a manner that is legally binding upon the Customer. This may require Partner to (a) notify the Customer that the OPS and Support are subject to the EULA and that by placing an order with Partner the Customer agrees to the EULA, (b) include either a copy of or link to the EULA in each quotation and order form Partner issues to the Customer, or (c) obtain from the Customer written confirmation of acceptance of the EULA prior to delivery of the Products. Partner must provide evidence of Customer's acceptance of the EULA to Snow upon request.

10. Snow Indemnification.

a. Snow IP Infringement Indemnification. Snow will defend Partner against any third-party claim that alleges the Products or Deliverables (the "**Protected Items**") infringe any patent, copyright, trademark, or other intellectual property rights ("**Claim**") if Partner (i) notifies Snow immediately upon learning of any Claim (provided that failure to provide immediate notice will not excuse Snow's obligations unless Snow is materially prejudiced), (ii) grants Snow sole control over the defense and settlement of the Claim, provided that Snow shall not settle any Claim which admits liability on Partner's behalf without Partner's prior written consent, and (iii) reasonably cooperates with Snow, at Snow's request and sole expense, in preparing a defense for any Claim. Snow agrees to pay any final judgment or settlement resulting from any Claim, provided that the settlement is entered into in accordance with this Section "Snow Indemnification". Snow is not liable for a settlement made without its prior written consent.

b. Exclusions. Snow has no obligation under Section "Snow IP Infringement Indemnification" for any Claim relating to or arising from: (i) Partner's modifications of Protected Items; (ii) failure to use Protected Items in accordance with this Agreement or its documentation; (iii) the combination, operation, or use of Protected Items with any software not

provided by Snow if the alleged infringement would not have occurred but for such combination; (iv) the compliance of Snow with Partner's specifications or directions, including the incorporation of any software or other materials provided by or requested by Partner; (v) use of a non-current release of the Protected Item; or (vi) use of the infringing Protected Item after Snow has made available a non-infringing Protected Item to Partner at no additional cost.

c. Remedy. In any event, if Snow believes in its reasonable opinion the Protected Items may be alleged to be infringing, Snow may, at its option, either (i) procure for the Partner the right to continue to use the Protected Items; or (ii) replace the Protected Items with comparable non-infringing Protected Items. If neither of the aforementioned items (i) or (ii) are commercially feasible, Snow shall refund any prepaid and unused Fees paid by Partner, which for Protected Items licensed in perpetuity, shall be less amortization based on a 3-year straight line amortization schedule from the date of applicable invoice. If Snow exercises the foregoing option, Partner's right and license to the applicable Protected Items will terminate and Partner must promptly cease its use of the applicable Protected Items. Section "Snow Indemnification" states the Partner's sole remedy for, and Snow's entire liability and responsibility for infringement of any intellectual property rights.

11. Restrictions. Except as otherwise expressly provided in this Agreement, Partner must not, and must not knowingly allow any third party to: (a) reproduce, distribute, modify, time-share, license, sublicense, rent, lease, sell, transfer, or otherwise make available to any unauthorized third party any Product or Deliverable; (b) reverse engineer, decompile, disassemble, extract, or otherwise derive or attempt to derive the source code of any Product or Deliverable (except and only to the extent applicable law allows even when this Agreement does not); (c) defeat or attempt to defeat any security mechanism of any Product or Deliverable; (d) remove, obscure, or alter any trademark or copyright, confidentiality or other rights notice or legend appearing on or in any Product or Deliverable; (e) use any Product or Deliverable for the purpose of competing with Snow; or (f) use any Product or Deliverable in any manner that does not comply with this Agreement or applicable law.

12. Mutual Confidentiality.

a. Defined. "**Confidential Information**" of a Party means any and all information disclosed by a Party or its Affiliates ("**Discloser**") to the other Party or its Affiliates ("**Recipient**") that is either identified as confidential at the time of disclosure or is information which Recipient knows, or reasonably should have known, is confidential. Notwithstanding the foregoing, Confidential Information does not include information if and only to the extent the Recipient establishes that the information: (i) is or has become part of the public domain through no act or omission of the Recipient; (ii) was already in the receiving Party's lawful possession prior to disclosure hereunder, without obligations of confidentiality; (iii) was rightfully communicated to the Recipient, without obligations of confidentiality, by a third party not bound by confidentiality obligations with respect thereto; or (iv) was independently developed by the Recipient without use of the other Party's Confidential Information. As between the Parties, all

Confidential Information shall be and remains the property of the Discloser.

b. **Obligations.** Recipient agrees that it will: (i) hold in confidence and not disclose to any third party any Confidential Information of Discloser; (ii) protect such Confidential Information with at least the same degree of care that recipient uses to protect its own Confidential Information, but in no case, less than reasonable care; (iii) use the Discloser's Confidential Information for no purpose other than as provided herein; (iv) limit access to Discloser's Confidential Information to those of Recipient's employees or authorized representatives having a need to know who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein; and (v) immediately notify Discloser upon discovery of any loss or unauthorized disclosure of Discloser's Confidential Information.

c. **Legal Disclosure.** Recipient may disclose Confidential Information to the extent such disclosure is required (i) by a valid court order or other governmental body having jurisdiction, provided that Recipient gives Discloser reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist Discloser in obtaining, a protective order; or (ii) to establish or enforce such Party's rights under this Agreement.

d. **Return.** Upon termination or expiration of this Agreement or the request of Discloser, Recipient must return or destroy all Discloser's Confidential Information then in Recipient's possession or control; provided, however, that if any Confidential Information is held in Recipient's archives or back-up systems, the Confidential Information will be allowed to expire and be deleted or destroyed in accordance with Recipient's commercially reasonable archiving or backup policies. Recipient's confidentiality obligations under this Section "Mutual Confidentiality" shall continue for a period of 5 years after termination or expiration of this Agreement.

13. Payments; Taxes. All payments must be paid by Partner within (30) calendar days of receipt of Snow's invoice, unless otherwise agreed in the Order Form or SOW. Any amount due hereunder and not received by Snow by the applicable due date may, in Snow's discretion, be subject to an additional charge of the lesser of (a) 1.5% per month, or (b) the maximum permissible rate under applicable law, from the date due until paid. Snow reserves the right to suspend Partner's use of the Products at any time until all past-due amounts are paid in full. Partner will reimburse Snow for all costs incurred by Snow, including reasonable legal fees, collection fees, and court costs, in connection with any reasonable collection efforts. Except as expressly provided in this Agreement, all amounts are nonrefundable, and payment obligations cannot be canceled or set-off. Sums due to or quoted by Snow are stated exclusive of any applicable taxes (including without limitation VAT or other income or sales/use taxes), duties, fees, or other government levies. Partner will pay, all sales, use, and other taxes imposed by law on Partner, excluding taxes on Snow's income.

14. Customer Payments. Partner bears all risk of non-payment by Customers. Partner may not terminate an Order Form or SOW with Snow due to non-payment by a Customer. All fees are payable to Snow in full irrespective of whether Partner collects monies from any Customer. As an example, if Partner sells a three-year SPE Customer License to a Customer

to be paid annually, and the Customer terminates the subscription before the end of the three-year term, Partner is still obligated to pay Snow the SPE Customer License fees for the full three-year term.

15. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall continue until the Order Form or SOW which references this Agreement expires or is terminated, unless earlier terminated in accordance with this Agreement (the "Term"). Either Party may terminate this Agreement if the other Party commits a material breach of this Agreement and does not cure such breach within (30) calendar days after receipt of written notice. Termination of this Agreement shall simultaneously terminate the Order Form or SOW governed by this Agreement.

16. Trademarks; References. Partner grants Snow a non-exclusive, revocable, license during the Term to use the Partner's name, logo, and other trademarks ("Trademarks") for the promotion of Party's relationship. Such use must be in accordance with Partner's usage guidelines for the Trademarks which have been communicated to Snow.

17. Personal Data. If Partner provides Snow personally identifiable data, the terms of the Data Processing Addendum located at www.snowsoftware.com/legal/dataprotection/addendum ("DPA") will apply to Snow's processing of such data. General information regarding Snow's collection, use, and protection of personal data is outlined in Snow's Privacy Policy located at www.snowsoftware.com/seo/legal-privacy-policy.

18. Aggregated Data. Subject to applicable data privacy laws and the confidentiality provisions in this Agreement, Partner agrees that Snow may collect and use aggregated and deidentified data derived from Partner use of the Products solely to provide and improve the Products.

19. Reservation of Rights. Except for the rights expressly granted to Partner in this Agreement, all intellectual property or other proprietary rights, title or interest in and to the Products, Professional Services, and Deliverables including without limitation, all copyrights, modifications, know-how, techniques, enhancements and derivatives thereof, are and remain solely owned by Snow and Snow's respective licensors. All rights not expressly granted to Partner are reserved by Snow and its licensors.

20. Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCTS AND DELIVERABLES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND SNOW DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRODUCTS, PROFESSIONAL SERVICES, AND DELIVERABLES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR HIGH-RISK USE, TITLE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. SNOW DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE OF THE PRODUCTS, PROFESSIONAL SERVICES, AND DELIVERABLES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, THAT THE OPERATION OF THE PRODUCTS, PROFESSIONAL SERVICES, AND DELIVERABLES WILL BE UNINTERRUPTED OR ERROR FREE, OR OTHERWISE.

21. Mutual Limit of Liability.

a. Aggregate. EXCEPT AS PROVIDED IN SECTION "EXCLUSIONS", EACH PARTY'S AGGREGATE LIABILITY IN ANY EVENT FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE TOTAL FEES PAID OR WOULD HAVE BEEN PAID BY PARTNER TO SNOW UNDER THE ORDER FORM OR SOW RELATED TO THE CLAIM DURING THE 6 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE SUCH LIABILITY AROSE.

b. Other. EXCEPT AS PROVIDED IN SECTION "EXCLUSIONS", IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, REVENUES, ANTICIPATED SAVINGS, COSTS OF DELAY, FAILURE OF DELIVERY, BUSINESS INTERRUPTION, DATA LOSS, OR LOSS OF GOODWILL, HOWSOEVER CAUSED, REGARDLESS OF THE NATURE OF THE CLAIM AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

c. Exclusions. THE LIMITATIONS OF SECTION "AGGREGATE" AND "OTHER" SHALL NOT APPLY TO:

- i. DEATH OR PERSONAL INJURY;
- ii. FRAUD OR FRAUDULENT MISREPRESENTATIONS;
- iii. PAYMENT OF FEES;
- iv. A PARTY'S BREACH OF SECTION "MUTUAL CONFIDENTIALITY";
- v. PARTNER'S OBLIGATIONS UNDER SECTION "PARTNER INDEMNIFICATION";
- vi. SNOW'S OBLIGATIONS UNDER SECTION "SNOW INDEMNIFICATION"; AND
- vii. A BREACH OF SECTION "RESTRICTIONS".

22. Partner Indemnification. Partner shall indemnify, hold harmless and (at Snow's option) defend Snow from and against any third party claim and related liability, damages, and expenses (including reasonable attorneys' fees) which arise from: (a) Partner's breach, or alleged breach, of any term of this Agreement, (b) Partner's issuance of any warranty or representation regarding Snow or its products or services, or (c) Partner's acts or omissions in connection with the marketing, resale, or provision of the Products under this Agreement.

23. Miscellaneous.

a. Construction. In the event of any conflict between the terms of this Agreement and an Order Form or SOW, the terms of the Order Form or SOW shall prevail. The section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement.

b. Independent Contractors and Third Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. There are no third-party beneficiaries to this Agreement.

c. Notices. Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices and approvals shall be in

writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the day of receipt, as shown in the applicable carrier's systems, if sent via nationally recognized express carrier; or (iii) the second business day after sending by first class post.

d. Compliance. Partner agrees that it will not (i) represent itself as an agent or employee of Snow, (ii) make any representations regarding Snow or the Products that is inconsistent with the Products, or (iii) engage in any deceptive, misleading, illegal, or unethical practices. Partner agrees that it will comply with all applicable federal, state and local laws and regulations while operating in relation to this Agreement. Upon Snow's request, Partner must provide all documents and information reasonably necessary to demonstrate Partner's compliance with this Agreement.

e. Severability. If any provision or portion thereof, of this Agreement is found to be invalid, unlawful, or unenforceable to any extent, such provision of this Agreement will be enforced to the maximum extent permissible by applicable law so as to affect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect. The Parties will negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent and economic effect of such provision.

f. Survival. The provisions of this Agreement, and the rights, duties, and obligations of the Parties hereunder, which by their nature may be reasonably inferred to have been intended to survive termination, cancellation, completion, or expiration of this Agreement, including but not limited to, Snow's intellectual property rights, Partner's warranties and obligations, indemnities, limitations of liability, and waiver of warranties will survive and continue as valid and enforceable rights, duties, and obligations.

g. Assignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by either Party, in whole or in part, whether voluntarily or by operation of law, including by way of sale of assets, merger, consolidation, or otherwise, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided Snow will have the right to assign this Agreement without the prior written consent in the event of a transfer to an Affiliate or as a result of a merger, consolidation, or transfer or sale of all or substantially all of Snow's assets. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. Any assignment in violation of this Section is null and void.

h. Force Majeure. Neither Party shall be liable to the other for any failure to perform any of its obligations (except payment obligations) under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, cyber warfare, including, but not limited to, Internet-based conflict and attacks on information systems designed to or resulting in the disabling of websites and networks, embargo, strike, riot or the intervention of any governmental authority (a "**Force Majeure**"). In such event, however, the delayed Party must promptly provide the other Party with written notice of the Force Majeure. The delayed Party's time for performance will

be excused for the duration of the Force Majeure, but if the Force Majeure event lasts longer than 30 days, then the other Party may immediately terminate this Agreement by giving written notice to the delayed Party.

i. Export Restrictions. The Products are subject to export and import restrictions by certain governments, and Partner agrees to comply with all applicable export and import laws and regulations. Partner represents and warrants that Partner is not located in, under the control of, or a national or resident of any prohibited country or on any such prohibited party list.

j. Subcontractors. Snow may, in its sole discretion, use subcontractors to fulfill its obligations under this Agreement, provided that Snow remains responsible for compliance of such subcontractors with the terms of this Agreement.

k. Dispute Resolution; Arbitration. Any controversy or claim arising out of or relating to this Agreement shall be finally settled by binding arbitration under the Rules of Arbitration of the International Chamber of Commerce. The Parties shall seek to mutually appoint an arbitrator. If the Parties cannot agree on a single arbitrator, then there shall be three arbitrators: one selected by each Party, and a third selected by the first two. Arbitration will take place in the Venue set forth in Section “Governing Law; Jurisdiction.” All negotiations and arbitration proceedings will be confidential and treated as compromise and settlement negotiations for purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions. The language of the arbitration shall be English.

l. Governing Law; Jurisdiction. This Agreement is governed, without reference to applicable conflicts of law principles, by the laws of the jurisdiction corresponding the country or region where Partner is located (the “**Partner Location**”) as set forth in the Global Appendix attached hereto (“**Governing Law**”), which is incorporated herein by reference. Each Party irrevocably agrees that any legal proceeding must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of the venue corresponding the applicable Partner Location as set forth in the Global Appendix (“**Venue of Disputes**”), and to the extent that section “Dispute Resolution; Arbitration” does not apply, each Party irrevocably submits to the sole and exclusive personal jurisdiction of the courts of such Venue with respect to any legal proceeding involving the other Party. The United Nations Convention on Contracts for the International Sale of

Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. Nothing in this Agreement prevents either Party from seeking injunctive relief in a court of competent jurisdiction. The language of any litigation or legal proceeding shall be English. The prevailing Party in arbitration or litigation is entitled to recover its reasonable attorneys’ fees and costs from the other Party. PARTNER MUST INITIATE ARBITRATION OR ANY OTHER CAUSE OF ACTION FOR ANY CLAIM(S) ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ITS SUBJECT MATTER WITHIN 2 YEARS FROM THE DATE WHEN PARTNER KNEW, OR SHOULD HAVE KNOWN AFTER REASONABLE INVESTIGATION, OF THE FACTS GIVING RISE TO THE CLAIM(S).

m. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations (except if fraudulent), advertisements, statements, proposals, negotiations, discussions, or agreements regarding such subject matter. The Parties agree that any terms and conditions in a purchase order, invoice, or similar document proffered by Partner are of no force and effect and are hereby rejected. Except as set forth herein, this Agreement may not be modified or amended except by a writing signed by an authorized representative of each of the Parties.

n. Suggestions. Some of Snow’s changes to user interfaces, features, and functionality come as a result of suggestions made by Partner, whether in the form of suggestions, enhancement requests, recommendations or other feedback provided by Partner or its users relating to the Products (“**Suggestions**”). Partner hereby grants to Snow an irrevocable, worldwide, royalty-free, perpetual license to use any Suggestions that Partner provides to Snow or its Affiliates as Snow deems appropriate without restriction or obligation to Partner; provided that all such use will be subject to Snow’s confidentiality obligations herein.

o. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

GLOBAL APPENDIX

1. Snow Software Entity, Governing Law, and Venue of Disputes

In accordance with and subject to Sections “Dispute Resolution; Arbitration” and “Governing Law; Jurisdiction” of the Agreement, the following table sets forth the Governing Law and Venue of Disputes that corresponds with the Snow Software entity executing this Agreement.

Partner Location	Snow Software Entity	Governing Law	Venue of Disputes
Sweden	Snow Software AB Svetsarvägen 15, 174 41 Solna, Sweden	Swedish	Stockholm, Sweden
Denmark	Snow Software ApS Søborg Tower Gyngemose Parkvej 50, 2860 Søborg, Denmark	Swedish	Stockholm, Sweden
Finland	Snow Software ApS Huopalahdentie 24 A 00350 Helsinki, Finland	Swedish	Stockholm, Sweden
Germany	Snow Software GmbH Meitnerstrasse 11 70563 Stuttgart, Germany	German	Munich, Germany
France	Snow Software SAS 13-15 rue Jean Jaurès Bâtiment C 92800 Puteaux, France	French	Paris, France
Spain	Snow Software S.L. Paseo de Castellana 95 Edificio Torre Europa 28046 Madrid, Spain	English	London, England
The Netherlands	SSB B.V. Diakenhuisweg 29-35 2033 AP, Haarlem, The Netherlands	English	London, England
Italy	Snow Software S.R.L a Socio Unico Via Gustavo Fara 9 20124 Milano, Italy	English	London, England
Belgium & Luxembourg	Snow Software Belgium N.V. Lambroekstraat 5 A 1831 Diegem, Belgium	English	London, England
United Kingdom	Snow Software Ltd. The Capitol Building Oldbury, Bracknell, Berkshire RG12 8FZ United Kingdom	English	London, England
All other countries in the European Economic Area, and Africa	Snow Software AB Svetsarvägen 15, 174 41 Solna, Sweden	English	London, England
All other countries in the Middle Eastern Region	Snow Software AB Svetsarvägen 15, 174 41 Solna, Sweden	English	Dubai, UAE
Brazil	Snow Software Assessoria e Representações LTDA R. Ministro Jesuíno Cardoso, 633 Cj. 122 04544-051 São Paulo, Brazil	Brazilian	São Paulo, Brazil
Mexico	Snow Software S.A. de C.V. Laguna de Términos 221, Col. Anáhuac. Torre A. Oficina 401, Delegación Miguel Hidalgo Ciudad de México. C.P. 11320	USA State of Texas	Austin, Texas, USA

USA and all other countries in the Americas	Snow Software, Inc. 1703 West 5th Street, Suite 700 Austin TX 78703	USA State of Texas	Austin, Texas, USA
Australia and all other countries in the Asia Pacific Region	Snow Software Pty Ltd Level 6, Pitt Street NSW 2000, Sydney, Australia	New South Wales, Australia	New South Wales, Australia

2. Global Terms

The following terms and conditions supplement or modify the terms and conditions of the Agreement to the extent that the applicable Governing Law applies. In the event of any inconsistencies between this Global Appendix and any other provision of the Agreement, this Global Appendix shall prevail. Unless expressly amended in this Global Appendix, the provisions of the Agreement shall remain in full force and effect.

France

- a. Any terms in this Agreement including the words “may terminate,” “are terminated,” “will terminate” are replaced with “terminate as of right (*de plein droit*)” without any judicial formalities.”

Germany

- a. If there are any restrictions in this Agreement prohibited by §§ 69d et seq. of the German Copyright Act, the following shall be added to such restriction “unless specifically allowed according to §§ 69d et seq. of the German Copyright Act.”
- b. The following shall be added to any Product Warranty: “and Snow further warrants the Products, as delivered: will not contain any virus or other computer software routines intentionally designed to permit unauthorized access to or use of either the Products or Partner’s computer systems.
- c. “PARTNER’S OBLIGATIONS UNDER SECTION ‘PARTNER INDEMNIFICATION’” is deleted from Section “Mutual Limits of Liability” subsection “Exclusions.”

Australia

- a. If there are any restrictions in this Agreement prohibited by Australian Copyright Act, the following shall be added to such restriction “to the extent this restriction is not prohibited by law, and subject to any rights under the Australian Copyright Act that cannot be excluded by this Agreement.”

Brazil

- a. The following words shall be added to the end of Section “Mutual Limit of Liability”: “NEITHER PARTY EXCLUDES OR LIMITS ITS LIABILITY FOR ANY LIABILITY WHICH MAY NOT LAWFULLY BE EXCLUDED OR LIMITED.”
- b. The following words shall be added to Section “Governing Law; Jurisdiction”: “For purposes of determining the governing law and jurisdiction, the Parties acknowledge that Snow is the proponent of this Agreement and of the business transactions embodied herein.”

[END OF GLOBAL APPENDIX]