

Snowflake Services | Snowflake

1. Definitions

In this section:

- (a) **Acceptable Use Policy** mean Snowflake's acceptable use policy, made available at <https://www.snowflake.com/legal/> (as updated from time to time);
- (b) **Agreement** means the Master SaaS Agreement between Cenitex and Snowflake, as varied or renewed from time to time by the parties;
- (c) **Authorized Snowflake Affiliate** means a Snowflake affiliate identified as an "Authorized Snowflake Affiliate" under "Snowflake Sub-Processors and Affiliates" at <https://www.snowflake.com/legal/> (as updated from time to time);
- (d) **Client Software** means any desktop client software that is made available by Snowflake for installation on Users' computers to be used in connection with the applicable Service;
- (e) **Confidential Information** means all information that is identified as confidential at the time of disclosure by the disclosing party or reasonably should be known by the receiving party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. All Customer Data will be deemed Confidential Information of the Customer without any marking or further designation. 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, however, include information that the receiving party can demonstrate: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the receiving party; (c) is rightfully

obtained by the receiving party from a third party without breach of any confidentiality obligation; or (d) is independently developed by employees of the receiving party;

- (f) **Customer Data** means any data or data files of any type that are uploaded by or on behalf of the Customer for storage or processing in the Service;
- (g) **Customer Materials** means any materials provided to Snowflake in connection with Technical Services;
- (h) **Deliverables** means the guides, code (including SQL queries) or other deliverables that Snowflake provides to Customer in connection with Technical Services, but excludes any compilers, assemblers, interpreters or similar tools Snowflake may use to develop Deliverables;
- (i) **Documentation** means Snowflake's technical documentation and usage guides expressly designated by Snowflake as applicable to the Service at <https://docs.snowflake.com/>;
- (j) **Service** means the generally available software-as-a-service offering hosted by or on behalf of Snowflake and ordered by Cenitex on behalf of the Customer;
- (k) **Snowflake** means Snowflake Computing Pty Ltd, or any successor body;
- (l) **Snowflake Offerings** means the Service, Technical Services (including any Deliverables), and any support and other ancillary services (including, without limitation, services to prevent or address service or technical problems) provided by Snowflake;
- (m) **Snowflake Technology** means the Service, Documentation, Client Software, Deliverables, and any and all related and underlying technology and documentation in any Snowflake Offerings; and any derivative works, modifications, or improvements of any of the foregoing;

- (n) **Usage Data** means usage and operations data in connection with the Customer's use of the Service, including query logs and metadata (e.g., object definitions and properties); and
- (o) **User** means a person designated and granted access to the Service by or on behalf of Customer.

2. Use of Services

- (a) Snowflake Services are only made available to the Customer for the Services Term solely for the Customer's benefit.
- (b) The Customer must not (and will not permit any third party to):
 - (i) sell, rent, lease, license, distribute, provide access to, sublicense, or otherwise make available the Services (or any Deliverables, if applicable) to a third party (excepts as set forth in the Documentation for Service features (except as set forth in the Documentation for Service features expressly intended to enable Customer to provide its third parties with access to Customer Data));
 - (ii) use the Service to provide, or incorporate the Service into, any substantially similar cloud-based service for the benefit of a third party;
 - (iii) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Service, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Snowflake);
 - (iv) remove or obscure any proprietary or other notices contained in the Service; or

(v) use any Snowflake Offerings in violation of the Acceptable Use Policy.

3. Customer Data

- (a) The Customer acknowledges that, as between the parties, the Customer retains all right, title and interest (including any and all intellectual property rights) in and to the Customer Data and any modifications made thereto in the course of operation of the Service. The Customer grants to Snowflake and its Authorized Snowflake Affiliates a non-exclusive, worldwide, royalty-free right to process the Customer Data solely to the extent necessary to provide the Snowflake Offerings to Customer, to prevent or address service or technical problems therein, or as may be required by law.
- (b) The Customer's use of the Snowflake Offerings and all Customer Data must comply with applicable laws, government regulations, and any other legal requirements, including but not limited to, any data localization or data sovereignty laws, regulations, and any other third-party legal requirements applicable to Customer. Customer is solely responsible for the accuracy, content and legality of all Customer Data, and for any Customer Materials or Customer-offered product or service used in connection with the Service.

4. Intellectual Property

- (a) Snowflake and its suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Snowflake Technology. Except as expressly set out in this Proposal, no right, title or interest in any Snowflake Technology is granted to the Customer. Further, the Customer

acknowledges that the Service is offered as an online, hosted solution, and that Customer has no right to obtain a copy of the underlying computer code for the Service, except (if applicable) for the Client Software in object code format.

- (b) Snowflake may freely use and incorporate any suggestions, comments or other feedback about the Snowflake Offerings voluntarily provided by the Customer or Users into the Snowflake Technology.
- (c) Snowflake may collect and use Usage Data to develop, improve, support, and operate its products and services. Snowflake may not share any Usage Data that includes the Customer's Confidential Information with a third party except:
 - (i) in accordance with section 5 of these CTP Terms; or
 - (ii) to the extent the Usage Data is aggregated and anonymized such that the Customer its Users cannot be identified.

5. Confidentiality

- (a) Snowflake will not:
 - (i) use any Confidential Information for any purpose outside the scope of the Agreement; and
 - (ii) except as otherwise authorised by the Customer in writing, limit access to Confidential Information to those of its and its affiliates' employees and contractors who need that access for purposes consistent with the Agreement and who are bound by obligations of confidentiality containing protections not materially less protective of the Confidential Information than set out in the Agreement.

- (b) If Snowflake is required by law, regulation or court order to disclose Confidential Information, then Cenitex shall, to the extent legally permitted, provide the Customer with advance written notice and cooperate in any effort to obtain confidential treatment of the Confidential Information including, without limitation, the opportunity to seek appropriate administrative or judicial relief.