



Terms and Conditions EMS_DB

Snowflake section

The text within this section is copied from Snowflake's Standard Agreement for Marketplace Products. (Source: <https://www.snowflake.com/marketplace/standard-agreement/>)

1. INTRODUCTION AND SCOPE.

1.1 TERMS. This Standard Agreement for Marketplace Products (the “**Agreement**”) sets forth the terms and conditions governing access to, and use of, the data, software, or services offered by the provider (“**Provider**”) on the Marketplace that is listed as subject to this Agreement (the “**Product**”), by the party acquiring or purchasing the Product (“**Consumer**”). Provider’s offering of the Product on the Marketplace subject to this Agreement, and Consumer’s acquisition or purchase of such Product, constitute each Party’s respective acceptance of this Agreement.

1.2 PARTIES. Consumer acknowledges that this Agreement is solely between Consumer and Provider.

1.3 DEFINITIONS. The definitions in Section 11 (Definitions) apply to this Agreement. All terms in quotation marks in the body of this Agreement are also defined terms.

2. RIGHTS AND OBLIGATIONS.

2.1 MARKETPLACE PROVIDER LICENSE GRANT. Provider hereby grants to Consumer, its Affiliates, and each of their Users, a non-exclusive, non-transferable, revocable (as described herein), worldwide, and royalty-free license to access, use, deploy, operate, and receive the Product subject to and in accordance with this Agreement. Provider retains all rights not expressly granted to Consumer under this Agreement.

2.2 MARKETPLACE PROVIDER LICENSE GRANT. Notwithstanding anything to the contrary in Section 2.5 (Use Restrictions) and Section 5 (Confidentiality), to the extent that Snowflake is Consumer, Provider additionally grants Snowflake a limited, non-exclusive, revocable (as described herein), worldwide, and royalty-free license to access, use, copy, display, and perform (whether publicly or otherwise) the Product to demonstrate use of Snowflake’s products and services, including the Marketplace, to Snowflake customers or prospective Snowflake customers in a private or public setting, including Snowflake marketing events, including by copying the Product into a Snowflake repository for such use cases.

2.3 FEES AND PAYMENTS. If applicable, the Product may be provided on a pricing model as set forth in the Listing Information (“**Pricing Model**”). Consumer is responsible for any Product Cost payable to Provider incurred as a result of its access or use of the Product, in accordance with the Pricing Model.



2.4 PRODUCT. Provider will make the Product available to Consumer in accordance with the Listing Information promptly following Consumer's acquisition or purchase of the Product and continuing until either, as applicable: (i) the expiration or non-renewal of the Subscription Term, or (ii) termination of this Agreement in accordance with Section 9 (Termination).

2.5 MARKETPLACE CONSUMER'S AFFILIATES AND USERS. With respect to Affiliates and Users that Consumer allows to use the Product: (i) Consumer remains responsible for all obligations hereunder arising in connection with such Affiliates' and Users' access and use of the Product; and (ii) Consumer agrees to be directly liable for any and all acts and omissions by such Affiliate or User to the same degree as if such acts or omissions were performed by Consumer, such that a breach by an Affiliate or a User of the provisions of this Agreement will be deemed to be a breach by Consumer.

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

2.7 MARKETPLACE PROVIDER MATERIALS; MAINTENANCE AND SUPPORT. Provider is solely responsible for the Provider Materials, for providing any maintenance and support services in connection with the Product and this Agreement, and for addressing any related inquiries, complaints, claims or requests, including those related to quality, content, errors, refunds, or any other matters.

3. MARKETPLACE PROVIDER OWNERSHIP.

3.1 PRODUCT. Provider will retain all right, title and interest it may have in and to the Product, including all patent, copyright, trademark, trade secret, and other intellectual property rights therein. Nothing in this Agreement will be construed or interpreted as granting to Consumer any rights of ownership or, except as expressly provided herein, any other interest, including all patent, copyright, trademark, trade secret and other intellectual property rights, in or to the Product.



3.2 FEEDBACK. Provider may freely use and incorporate into Provider's products and services any suggestions, comments, or other feedback provided by Consumer or any of its Users relating to the Product.

3.3 INTELLECTUAL PROPERTY RIGHTS. The Parties acknowledge that, in the event of any third-party claim that the Provider Materials or Consumer's possession and use of the Provider Materials infringe that third party's intellectual property rights, Provider will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, subject to Section 8 (Limitation of Liability).

4. PERSONAL INFORMATION.

4.1 PROVIDED BY SNOWFLAKE. Provider may receive Consumer's contact information (as it exists in Consumer's Snowflake user profile), general Account details, and details about the Transaction, including usage metrics which identify Consumer, from Snowflake, and Consumer agrees that Provider may use such information only for the purposes set forth in this Agreement and its privacy notice provided to Consumer during the Transaction, which may include marketing other products listed by Provider on the Marketplace.

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

5. CONFIDENTIALITY. During and after the term of this Agreement, each Party (as "**Receiving Party**") will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the other Party (the "**Disclosing Party**") for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and Contractors who need that access for purposes consistent with this Agreement and who are bound by confidentiality obligations to or 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, regulation, or court order to disclose Confidential Information, then Receiving Party shall, to the extent legally permitted, provide Disclosing Party with advance written notice and cooperate in any effort to obtain confidential treatment of the Confidential Information, including an opportunity for the Disclosing Party to seek appropriate administrative or judicial relief. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such



disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

6. INDEMNIFICATION.

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

6.2 INDEMNIFICATION BY MARKETPLACE CONSUMER. Consumer will defend Provider against any claim by a third party arising from or relating to Consumer's breach of this Agreement, and Consumer will indemnify Provider for any damages and costs finally awarded against Provider or agreed in settlement by Consumer (including reasonable attorneys' fees) resulting from such claim.

6.3 INDEMNIFICATION PROCEDURES. In the event of a potential indemnity obligation under this Section 6, each Party (the **"Indemnified Party"**) will: (i) promptly notify the other Party (the **"Indemnifying Party"**) in writing of the claim, (ii) allow the Indemnifying Party the right to control the investigation, 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 6 shall not relieve the Indemnifying Party of its obligations under this Section 6. However, the Indemnifying Party shall not be liable for any litigation expenses that the Indemnified Party incurred prior to the time when notice is given or for any damages and/or costs resulting from any material prejudice caused by the delay or failure to provide notice to the Indemnifying Party in accordance with this Section 6. The Indemnifying Party may not settle any claim that would bind the Indemnified Party to any obligation (other than payment covered by the Indemnifying Party or ceasing to use infringing materials) or require any admission of fault by the Indemnified Party, without the Indemnified Party's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed. Any Indemnification obligation under this Section 6 will not apply if the Indemnified Party settles or makes any admission with respect to a claim without the Indemnifying Party's prior written consent.

7. WARRANTY DISCLAIMER.

Neither Party makes any warranties, either express or implied, including any implied warranties of merchantability, fitness for a particular purpose, title, or noninfringement, regarding the Product. Each Party hereby disclaims all other warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, title, and noninfringement and expressly acknowledges that Snowflake: (i) has no responsibility for the acts or omissions of Consumer (to the extent that Snowflake is not



Consumer), any other Marketplace consumers, Provider, or any other Marketplace providers, or for the Product; and (ii) has no support, warranty, or other obligation (including for continued availability) for the Product. Provider does not warrant: (i) that the Product will meet Consumer's requirements; or (ii) that the Product will be accurate, complete, or up-to-date.

8. LIMITATION OF LIABILITY.

8.1 DISCLAIMER. Subject to Section 8.3 (Exceptions), the Parties will have no liability arising out of or related to this Agreement for indirect, special, incidental, reliance, or consequential damages of any kind, even if informed of the possibility of such damages in advance.

8.2 GENERAL CAP. Subject to Section 8.3 (Exceptions), neither Party's aggregate liability under these terms, whether such damages are based in contract, tort, or other legal theory, shall exceed two times (2x) the aggregate of all fees paid and payable by Consumer to Provider for the Product in the twelve (12) months preceding the event giving rise to the damages.

8.3 EXCEPTIONS. The exclusions of or limitations on liability set forth in Sections 8.1 (Disclaimer) and 8.2 (General Cap) will not apply to damages or liability arising from a Party's gross negligence, willful misconduct, fraud, or violation of law. The limitations on liability set forth in Section 8.2 (General Cap) will not apply to: (i) a Party's defense and indemnification obligations hereunder; or (ii) a Party's breach of its confidentiality obligations under this Agreement.

9. TERMINATION.

9.1 TERM. This Agreement will continue in full force and effect until either (i) the expiration of the Subscription Term, or nonrenewal of the Recurring Subscription Term, as applicable, or (ii) termination of this Agreement by either Party as provided herein.

9.2 TERMINATION FOR CONVENIENCE. If Consumer's acquisition or purchase of the Product is subject to a Recurring Subscription Term, either Party may terminate this Agreement without cause at the end of the then-current Subscription Term, upon thirty (30) days' advance written notice or as notice is otherwise provided through the Marketplace, in accordance with the Marketplace Documentation. If Consumer's acquisition or purchase of the Product is not subject to any Subscription Term, either Party may terminate this Agreement without cause at any time upon thirty (30) days' advance written notice, or as notice is otherwise provided through the Marketplace, in accordance with the Marketplace Documentation.

9.3 TERMINATION FOR CAUSE. Either Party may terminate this Agreement and, Provider may immediately drop a share (as described in the Marketplace Documentation) in use by Consumer, if the other Party: (i) fails to cure any material breach of this Agreement (including a failure to pay the Product Cost, if applicable) within thirty (30) days after receiving written notice; (ii) ceases operation without a



successor; or (iii) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that Party and is not dismissed within sixty (60) days. For any termination of this Agreement by Consumer for cause in accordance with this Section 9.3, Consumer shall be entitled to a refund of any Product Costs paid for the Product purchased hereunder for the period following written notice.

9.4 EFFECT OF TERMINATION. Upon termination or expiration of the Subscription Term or this Agreement, Consumer's right to use the associated Product will terminate, and Consumer's access to such Product may be disabled and discontinued.

9.5 SURVIVAL. Sections 3 (Provider Ownership), 4 (Personal Information), 5 (Confidentiality), 8 (Limitation of Liability), 10 (General Terms), and 11 (Definitions), together with all other provisions of this Agreement that may reasonably be interpreted or construed as surviving expiration or termination of this Agreement, will survive the expiration or termination of this Agreement.

10. GENERAL TERMS.

10.1 APPLICABLE LAW. This Agreement will be governed by the laws of the State of Delaware and the United States without regard to conflicts of law provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods; and 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.

10.2 NOTICE. All notices, requests, and other communications under this Agreement must be in writing. Each Party consents to receiving electronic communications and notifications from the other Party in connection with these Terms. Each Party agrees that it may receive notices from the other Party regarding this Agreement: (i) by email to the email address designated by such Party as a notice address (which for Provider is the consumer contact email in its Provider profile, for Consumer is the email address associated with the listing as described in the Marketplace Documentation, and for Snowflake when it is Consumer is legalnotices@snowflake.com); (ii) by personal delivery; (iii) by registered or certified mail, return receipt requested; or (iv) by nationally recognized courier service. Notice will be deemed given upon written verification of receipt.

10.3 RELATIONSHIP OF PARTIES. The Parties are independent contractors and no employment, agency, or joint venture, including with respect to Snowflake, is created hereunder. Neither Party may assign or transfer this Agreement or any rights or delegate any duties herein without the prior written consent of the other Party, which will not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, and without gaining the other Party's written consent, either Party may assign this Agreement, in whole or part, and delegate its obligations to its Affiliates or to any entity acquiring all or substantially all of its assets or the assigning Party's entire business, whether by sale of assets, sale of stock, merger, or otherwise.



10.4 ENTIRE AGREEMENT. This Agreement constitutes the final, complete, and exclusive agreement between the Parties relating to the Product and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written. This Agreement is solely between Provider and Consumer. Except when Snowflake is Consumer, Snowflake is not a party to this Agreement and will not have any liability or obligations hereunder. The terms and conditions of this Agreement will not be changed, amended, modified or waived unless such change, amendment, modification or waiver is in writing and signed by authorized representatives of each Party.

Neither Party will be bound by, and each specifically objects to, any provision that is different from or in addition to this Agreement (whether proffered orally or in any quotation, purchase order, invoice, shipping document, online terms and conditions, acceptance, confirmation, correspondence, or otherwise), unless such provision is specifically agreed to in a writing signed by both Parties.

10.5 SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, the remaining provisions hereof shall be unaffected and remain in full force and effect.

10.6 COMPLIANCE WITH LAWS. Consumer agrees to comply with all applicable laws, rules, and regulations with respect to its access and use of the Product, including (i) those pertaining to privacy, marketing, advertising, and telemarketing, (ii) housing, employment, and finance-related discrimination laws, and (iii) laws related to using the Product as a factor in extending consumer credit.

10.7 EXPORT CONTROL. Consumer agrees to comply with all export and import laws, rules, and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Consumer represents and warrants that Consumer is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting” country.

10.8 HEADINGS. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. The term “including” and its derivatives will be interpreted to mean “including without limitation.”

11. DEFINITIONS.

11.1 “Account(s)” means Consumer’s account(s) in the Service.

11.2 “Affiliate” means an entity that, directly or indirectly, owns or controls, is owned or is controlled by, or is under common ownership or control with a party. As used in this definition, “control” means the power to direct the management or affairs of an entity and “ownership” means the beneficial ownership of more than fifty percent (50%) of the voting equity securities or other equivalent voting interests of an entity.



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

11.4 “Consumer” has the meaning set forth in Section 1.1 (Terms).

11.5 “Contractor” means a Party’s independent contractors and consultants.

11.6 “Indemnified Party” has the meaning set forth in Section 6.3 (Indemnification Procedures).

11.7 “Indemnifying Party” has the meaning set forth in Section 6.3 (Indemnification Procedures).

11.8 “Listing Information” means information about the Product (but not the Product itself), including title, description, any applicable metadata, any information made available via a data dictionary (including any samples of the Product that are made available), Provider’s branding, name, logo, trademarks, and service marks, the branding, name, logo, trademarks, and service marks of any third party on whose behalf Provider makes the Product available, Product Cost, Pricing Model, and other information provided by Provider and made available to Consumer through the Marketplace.

11.9 “Marketplace” means the Snowflake marketplace as described in the Marketplace Documentation.

11.10 “Marketplace Documentation” means the current technical documentation and usage guides for the Marketplace, made available by Snowflake at <https://other-docs.snowflake.com/> (or such successor URL as may be designated by Snowflake).

11.11 “Party” means Provider or Consumer individually.

11.12 “Parties” means Provider and Consumer collectively.

11.13 “Personal Information” means (i) any information, including opinions, relating to an identified or identifiable natural person, or that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a such a person or their household; and (ii) any similar terms defined under data protection laws, such as ‘personal data’ or ‘personally identifiable information’.



11.14 “Product” has the meaning set forth in Section 1.1 (Terms).

11.15 “Product Cost” means the amount (calculated by time and/or usage) specified by Provider for the Transaction subject to this Agreement and any applicable terms in the Listing Information.

11.16 “Provider” has the meaning set forth in Section 1.1 (Terms).

11.17 “Provider Materials” means all information, data, content and other materials, in any form or medium, that is submitted, posted, collected, transmitted or otherwise provided or made available by or on behalf of Provider through the Marketplace or to Snowflake in connection with Provider’s use of the Marketplace, but excluding, for clarity, any information, data, content or materials owned or controlled by Snowflake. For greater certainty, Provider Materials include the Product and Listing Information, including any information about the Product Cost.

11.18 “Recurring Subscription Term” means a Subscription Term that may be renewed by Consumer on a recurring basis, subject to this Agreement, as specified by the relevant Marketplace provider in the Listing Information.

11.19 “Sensitive Personal Information” means (i) Personal Information that is not publicly available and includes or reveals any of the following: Social Security number, driver’s license, state identification card, tax identification number, passport number, military identification number, or other unique identification number issued on a government document commonly used to verify the identity of a specific individual; account log-in, financial account, debit card or credit card number in combination with any required security or access code, password, or credentials allowing access to an account; economic position; consumer reports (as defined under the Fair Credit Reporting Act); precise geolocation; contents of mail, email, and text messages; racial or ethnic origin, political opinions, religious or philosophical beliefs, or citizenship or immigration status; trade union membership; genetic data; biometric data, such as a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry; health or medical data; health insurance information; data concerning a natural person’s sex life or sexual orientation; or Personal Information of children under 16 years of age; and (ii) any similar terms defined under data protection laws, such as ‘sensitive personal data’ or ‘sensitive personally identifiable information’.

11.20 “Service” means a software-as-a-service offering made generally available by Snowflake and procured by or for Snowflake customers.

11.21 “Snowflake” means Snowflake Inc. and its Affiliates.

11.22 “Subscription Term” means a period of time that Consumer may use the Product following its purchase, as specified by Provider in the Listing Information.

11.23 “Transaction” means any access, use, or purchase of the Product granted by Provider to Consumer.



11.24 “User” means the persons designated and granted access to the Product by or on behalf of Consumer, including, as applicable, any of its and its Affiliates’ Contractors.



Special section

1. ISO 14001:2015 TERMS.

Consumer confirms to be legally in order with the ISO 14001:2015 standard licence agreement, available at <https://www.iso.org/terms-conditions-licence-agreement.html>.