

As of April 20, 2023

## CYBERSYN DATA LICENSE AGREEMENT

### INTRODUCTION AND SCOPE.

**1.1 TERMS.** This Data License Agreement (“**Agreement**”) sets forth the terms and conditions governing access to, and use of, Product(s) offered by Cybersyn Inc. (“Cybersyn”) on the Snowflake Marketplace that are listed as subject to this Agreement by Marketplace Consumer. Cybersyn’s listing of a Product on the Marketplace subject to these terms, and Marketplace Consumer’s access to, and use of, such Product, constitute each Party’s respective acceptance of this Agreement.

**1.2 PARTIES.** Marketplace Consumer acknowledges that this Agreement is solely between Marketplace Consumer and Cybersyn.

**1.3 DEFINITIONS.** The definitions in Section 12 (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 CYBERSYN LICENSE GRANT.** Subject to the provisions hereof, Cybersyn hereby grants to Marketplace Consumer and its Users, for the term set forth in the Listing Information, a non-exclusive, non-transferable, and revocable license to access and use the Product solely for its internal business purposes, which for clarity will include the right to use the Product to power its software, in accordance with the terms of this Agreement. Cybersyn retains all rights not expressly granted to Marketplace Consumer under this Agreement. Without limiting the generality of the foregoing, the license grant hereunder does not include the right for Consumer to create derivative data sets using the Product.

**2.2 FEES AND PAYMENTS.** Marketplace Consumer shall pay Cybersyn the fees set forth for the Product on the payment terms provided in the Listing Information.

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

**2.4 USE RESTRICTIONS.** Neither Marketplace 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 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 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 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 subset thereof to act as a consultant to third parties, service bureau, or application service provider; or (vii) use the Product to create, generate, or infer any information relating to the identity of an individual. Marketplace Consumer will not remove, delete or alter any trademarks, copyright notices, or other proprietary notices of Cybersyn or its licensors, if any. For the avoidance of doubt, nothing in this Agreement prohibits Marketplace Consumer from independently developing or building a competitive product or service. In addition and notwithstanding anything to the contrary herein, Marketplace Consumer may create a copy of the Product solely as and to the extent necessary to comply with applicable law, provided that it shall (i) securely store such copy of the Product in accordance with Section 2.5 and (ii) solely use such copy as and to the extent necessary for compliance purposes. The foregoing requirements related to any copy of the Product created by Marketplace Consumer will survive termination of the Agreement.

**2.5 MAINTENANCE AND SUPPORT.** Cybersyn is solely responsible for providing any maintenance and support services in connection with the Product and this Agreement, and for addressing any related inquiries or requests, including those related to quality, content, errors, refunds, or any other matters. Marketplace Consumer acknowledges that Cybersyn, not Snowflake, is responsible for addressing any questions, complaints, or claims with respect to the Product or this Agreement.

**2.5 SECURITY.** Marketplace Consumer represents that it has in place security measures consistent with best industry standards to protect the Product from unauthorized disclosure, and that it will protect the Product to the same extent that it protects its own sensitive data. Furthermore, it agrees it shall keep the Product on servers that it owns or controls (the latter of which shall include servers of third party providers who have contractual obligations to Marketplace Consumer to keep all data secure).

### **3. CYBERSYN OWNERSHIP.**

**3.1 PRODUCT.** Cybersyn will retain all right, title and interest 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 Marketplace 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. Any rights not expressly granted herein shall remain with Cybersyn.

**3.2 FEEDBACK.** Cybersyn may freely use and incorporate into Cybersyn’s products and services any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Marketplace Consumer or any of its Users relating to the Product without remuneration or obligation to Marketplace Consumer (“**Feedback**”).

#### **4. PERSONAL INFORMATION.**

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

**4.2 IN THE PRODUCT.** When offering the Product through the Marketplace, Cybersyn shall not disclose or reveal Sensitive Personal Information to Marketplace Consumer. If any Personal Information is included within Cybersyn’s Product, Cybersyn represents and warrants that it complies with all applicable laws, including that Cybersyn 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 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 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 CYBERSYN.** Cybersyn will defend Marketplace Consumer against any claim by a third party alleging that the Product, when used in accordance

with this Agreement, infringes any intellectual property right of such third party and Cybersyn will indemnify Marketplace Consumer for any damages, costs, and, if applicable, attorneys' fees awarded against Cybersyn or agreed in a settlement resulting from such claim. Notwithstanding the foregoing, Cybersyn shall have no such obligations if the claim or loss arises from (i) a modification of the Product or the combination of the Product with other materials or content where the use of Product would not otherwise infringe or misappropriate a third party intellectual property right or (ii) a breach of this Agreement by Marketplace Consumer.

**6.2 INDEMNIFICATION BY MARKETPLACE CONSUMER.** Marketplace Consumer will defend Cybersyn against any claim by a third party arising from or relating to (i) Marketplace Consumer's breach of this Agreement and (ii) any use of the Product, and Marketplace Consumer will indemnify Cybersyn for any damages, costs, and, if applicable, attorneys' fees awarded against Cybersyn or agreed in settlement 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.**

Cybersyn does not make any warranties, either express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, or noninfringement regarding the Product. Cybersyn hereby disclaims all other warranties, express or implied, including without limitation, warranties of merchantability, fitness for a particular purpose, title, and noninfringement. Cybersyn does not warrant: (i) that the Product will meet Marketplace Consumer's requirements; or (ii) that the Product will be accurate, complete, or up-to-date. Each Party expressly acknowledges that Snowflake: (i) has no responsibility for the acts or omissions of

Marketplace Consumer, Cybersyn, or for any Product; and (ii) has no support, warranty, or other obligation (including for continued availability) for any Products.

## **8. LIMITATION OF LIABILITY.**

**8.1 DISCLAIMER.** Subject to Section 8.3 (Exceptions), Cybersyn 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), Cybersyn and its licensor's aggregate liability under these terms, whether based in contract, tort, or other legal theory, shall exceed the aggregate of all fees paid by Marketplace Consumer to Cybersyn 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 Cybersyn's gross negligence, willful misconduct, fraud, or violation of law or for the defense and indemnification obligations set forth in Section 6. The limitations on liability set forth in Section 8.2 (General Cap) will not apply to: (i) Cybersyn's defense and indemnification obligations hereunder; or (ii) Cybersyn's breach of its confidentiality obligations under this Agreement.

## **9. TERMINATION.**

**9.1 TERM.** This Agreement will continue in full force and effect for each Product until the end of the term as set forth in the Listing Information for such Product or as earlier terminated by either Party as provided herein. At the end of the term of the Listing Information for a given Product, Marketplace Consumer shall no longer be able to access the applicable Product.

**9.2 TERMINATION BY CYBERSYN.** Cybersyn may terminate this Agreement upon notice if it determines in its sole discretion that a material change in its relationship with its suppliers has made it such that it can no longer offer the Product. In such event, Marketplace Consumer shall not be liable for any further payments to Cybersyn.

**9.3 TERMINATION FOR CAUSE.** Either Party may terminate this Agreement and, Cybersyn may immediately drop a share (as described in the Marketplace Documentation) in use by Marketplace 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 60 days. For any termination of this Agreement by Marketplace Consumer for cause in accordance with

this Section 9.3(i), Marketplace Consumer shall be entitled to a refund of any Product Costs paid for the Product purchased hereunder for the period following written notice. If Cybersyn terminates for cause, then Marketplace Consumer shall be liable for all unpaid fees for the remainder of any agreed upon term.

**9.4 SURVIVAL.** In addition to any sections that explicitly state that they will survive termination of the Agreement, sections 3 (Cybersyn Ownership), 4 (Personal Information), 5 (Confidentiality), 8 (Limitation of Liability), 12 (General Terms), and 13 (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. PUBLICITY.** Provided that Cybersyn complies with any trademark usage requirements notified to it by Marketplace Consumer, Cybersyn will have the right to disclose Marketplace Consumer's status as its customer, including on Cybersyn's website and in related marketing materials and communications, and use Marketplace Consumer's logo as part of such references.

## **11. DATA TRIAL.**

From time to time, Cybersyn may, in its sole discretion, invite Marketplace Consumer to use, on a trial basis, a Product or pre-release or beta products that are in development and not yet available to all customers via the Marketplace (each, a "**Trial Product**"). Marketplace Consumer may only use the Trial Product for internal evaluation purposes, and not for any commercial use. No fees shall be payable in connection with the use of such Trial Product. The Trial Product, and all associated conversations and materials relating thereto (including any feedback received from Marketplace Consumer regarding the Trial Product), will be considered Cybersyn's Confidential Information and subject to the confidentiality provisions in this Agreement. Marketplace Consumer agrees that it will not make any public statements or otherwise disclose its use of the Trial Product without Cybersyn's prior written consent. Cybersyn makes no representations or warranties regarding the Trial Product, and Cybersyn's indemnity set forth in this Agreement is not applicable to the Trial Product. Cybersyn may discontinue Marketplace Consumer's access to the Trial Product at any time in its sole discretion, with or without notice to Marketplace Consumer and in such event Marketplace Consumer shall immediately delete any data it has in its possession that it has copied from the Trial Product. Cybersyn may change or not release a final or commercial version of any Trial Product that is not commercially available in its sole discretion. In addition to the foregoing, use of the Trial Product may be subject to additional terms and conditions that Cybersyn makes available to Marketplace Consumer prior to Marketplace Consumer's use of the Trial Services.

## **12. GENERAL TERMS.**

**12.1 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.

**12.2 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 Cybersyn is the consumer contact email in its Cybersyn profile, and for Marketplace Consumer is the email address associated with the listing as described in the Marketplace Documentation); (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.

**12.3 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.

**12.4 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 Cybersyn and Marketplace 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.

**12.5 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.

**12.6 MUTUAL REPRESENTATIONS AND WARRANTIES.** Each Party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; (b) it has the legal right and authority to enter into and perform its obligations under this Agreement; and (c) the execution and performance of this Agreement will not conflict with or violate any applicable law.

**12.7 COMPLIANCE WITH LAWS.** Marketplace 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.

**12.8 EXPORT CONTROL.** Marketplace 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, Marketplace Consumer represents and warrants that Marketplace 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.

**12.9 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.”

**12.10 THIRD-PARTY BENEFICIARY.** The Parties acknowledge and agree that Snowflake is a third-party beneficiary of this Agreement and that, upon Marketplace Consumer’s acceptance of this Agreement, Snowflake will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Marketplace Consumer as a third-party beneficiary thereof.

### **13. DEFINITIONS.**

**13.1 “Account(s)”** means Marketplace Consumer’s account(s) in the Service.

**13.2 “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.



**13.3 “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. The Product shall be considered Cybersyn’s Confidential Information.

**13.4 “Feedback”** has the meaning set forth in Section 3.2 (Feedback).

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

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

**13.7 “Listing Information”** means information about a Product (but not the Product itself) including title, description, any applicable metadata, Cybersyn’s branding, name, logo, and trademarks, Product Cost, and other information provided by Cybersyn and made available to Marketplace Consumer through the Marketplace.

**13.8 “Marketplace”** means an ancillary service offered by Snowflake described in the Marketplace Documentation.

**13.9 “Marketplace Consumer”** means the customer of Cybersyn that is bound to this Agreement and that has been authorized to gain access to, and purchase, if applicable, the Product.

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

**13.11 “Party”** means Cybersyn or Marketplace Consumer individually.

**13.12 “Parties”** means Cybersyn and Marketplace Consumer collectively.

**13.13 “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’.

**13.14 “Product”** means data, software, or services and related documentation submitted by Cybersyn and listed in the Marketplace.

**13.15 “Product Cost”** means the amount (calculated by time and/or usage) specified by Cybersyn for Marketplace Consumer to have use of the Product subject to this Agreement in the Product Listing Information.

**13.16 “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’.

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

**13.18 “Snowflake”** means Snowflake Inc., its Affiliates, and their respective officers, directors, employees, and agents.

**13.19 “User”** means employees and/or contractors designated and granted access to the Product by or on behalf of Marketplace Consumer.