



CYBERSYN DATA PRODUCT TERMS OF SERVICE (SNOWFLAKE MARKETPLACE)

Last updated: September 5, 2023

1. INTRODUCTION AND SCOPE

1.1 TERMS & PARTIES. These Cybersyn Data Product Terms of Service ("**Cybersyn TOS**") set forth the terms and conditions governing access to and use of Products offered by Cybersyn, Inc. ("**Cybersyn**") to consumers (each a "**Consumer**" or "**you**", and together with Cybersyn, the "**Parties**") who gain access to or purchase (if applicable) Products on the Snowflake Marketplace. Cybersyn's listing of a Product on the Marketplace subject to these Cybersyn TOS, and your electronic agreement to access such Product in the Marketplace, constitute each Party's respective acceptance of these Cybersyn TOS.

Cybersyn reserves the right to update and change these Cybersyn TOS by posting a revised version on the Marketplace or Cybersyn website. If a significant change is made, we will provide reasonable notice by email or post a notice on the Marketplace or Cybersyn website. We may update these Cybersyn TOS from time to time, so please check back for any changes that may impact you. Your continued receipt of the Product following any change constitutes your acceptance of any updated version of these Cybersyn TOS.

In addition to the the Cybersyn TOS, Cybersyn may set forth, and you may accept, certain supplemental dataset-specific terms and conditions of use (the "**Dataset-Specific Terms**") for one or more Products by providing such terms in the Listing Information and requiring your electronic approval or offline signature to indicate acceptance. Any such Dataset-Specific Terms accepted by you, along with these Cybersyn TOS, as each may be amended by the mutual agreement of the Parties from time to time, constitute the "**Agreement**" between you and Cybersyn for the provision and receipt of Products.

Your use of the Snowflake Marketplace is subject to the Snowflake Consumer Terms of Service available [here](#) (or such other website as Snowflake may from time to time establish) (the "**Snowflake TOS**"). You acknowledge and agree that the Agreement is solely between Cybersyn and Consumer and that Snowflake is not a party to the Agreement and does not have any liability or obligations to Consumer thereunder. Similarly, Cybersyn has no obligations under and is not party to the Snowflake TOS.

1.2 DEFINITIONS. The definitions in Section 15 (Definitions) apply to the Agreement. All terms in quotation marks in the body of this Agreement are also defined terms.

2. RIGHTS AND OBLIGATIONS



2.1 LICENSE GRANT. Subject to the provisions hereof (including Section 3), Cybersyn hereby grants to 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(s) solely for its internal business purposes, in accordance with the terms of this Agreement. Cybersyn retains all rights not expressly granted to Consumer under this Agreement. Without limiting the generality of the foregoing, the license granted hereunder does **not** include the right for Consumer to share, redistribute, or create derivative works (including, without limitation, derivative data sets) using any part of the Product, *provided that* Consumer may use a non-material portion of the Product to create internal reports and external-facing marketing materials (which are distributed without a fee) so long as Cybersyn is given clear and prominent written attribution in all such cases. Cybersyn grants to Consumer a limited, non-exclusive, non-transferable, revocable right and license to use its name, logo, and related trademarks (“**Cybersyn Trademarks**”) solely for the foregoing purpose. Consumer agrees that any such use of the Cybersyn Trademarks shall insure to the benefit of Cybersyn only.

2.2 USE RESTRICTIONS. Except as expressly set forth in Section 2.1 or in any Dataset-Specific Terms, 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 subset thereof, or enable any third party to do so; (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) 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; (vii) use the Product to create, generate, or infer any information relating to the identity of a natural person. 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 Consumer from independently developing or building a competitive product or service, provided that the Product is not used in any way to do so. In addition to and notwithstanding anything to the contrary herein, 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 7.1 hereof, 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 Consumer will survive termination of the Agreement.

Regarding use of the Product(s) in connection with any large language model (LLM), chatbot, or other artificial intelligence (AI) system, product, or service (each an “**AI System**”), Consumer acknowledges and agrees that the Products may only be used to train, perform benchmarking, or for inference, research or other internal development purposes vis-a-vis Consumer’s internal AI Systems, if any, and **not** for training, enhancing, or making available any data contained in the



Products to any AI System that is sold, licensed, or otherwise made available to any third parties, whether for commercial or non-commercial purposes.

2.3 CONSUMER USERS. With respect to Users that Consumer allows to use the Product: (i) Consumer remains responsible for all obligations hereunder arising in connection with such User's processing of the Product; and (ii) 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 Consumer, such that a breach by a User of the provisions of this Agreement will be deemed to be a breach by Consumer.

2.4 RESERVATION OF RIGHTS. Cybersyn will retain all right, title and interest in and to the Products, 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, in or to the Product or the Cybersyn Trademarks. Any rights not expressly granted herein shall remain solely with Cybersyn.

2.5 FEEDBACK. Cybersyn may freely use and incorporate into Cybersyn's products and services any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Consumer or any of its Users relating to the Product without remuneration or obligation to Consumer.

3. TRIAL PERIODS

3.1 TRIAL LICENSE. If you are purchasing Cybersyn Products via the Marketplace, you may receive access to the Products on a trial basis for a limited period of time, as further set forth in the applicable Listing Information (the "**Trial Period**"). During the Trial Period, notwithstanding Section 2.1 hereof, your use of the Data is limited to internal evaluation purposes only and excludes any and all other internal and external use rights otherwise provided herein.

3.2 TERMINATION OF TRIAL PERIOD. If the Trial Period ends and you do not opt to purchase the Data as set forth in the Listing Information, (i) Cybersyn can discontinue your access to the Data at any time, and (ii) notwithstanding Section 8.4 hereof, you must delete, destroy, and no longer use any Data to which you received access during the Trial Period.

4. FEES & PAYMENT

Consumer shall pay the fees set forth in the Listing Information for each Product (the "**Fees**") on the terms and using those methods set forth in the Snowflake TOS and applicable Marketplace instructions.

5. SUPPORT



5.1 BY CYBERSYN. Cybersyn, and not Snowflake, is responsible for providing any maintenance and support services in connection with the Product and this Agreement (but not the Listing Functionality), including for addressing any related inquiries or requests related to Data quality, content, errors, refunds, or any other matters pertaining to the Product.

5.2 SUPPORT OBLIGATIONS. During the Term, Cybersyn will provide Consumers with technical support during regular business hours (Eastern Standard Time) for all Data purchased in the Marketplace. For Data that is accessed through the Marketplace at no additional cost, such support will be on a best efforts basis.

6. **CYBERSYN REPRESENTATIONS AND WARRANTIES**

6.1 REGARDING THE PRODUCT. With respect to its provision to Consumer of Products hereunder, Cybersyn represents and warrants that:

- a. the Data contains no Sensitive Personal Information;
- b. Cybersyn has sufficient legal rights, licenses and authority to make the Product(s) available to Consumer as contemplated by this Agreement, without infringement of the rights (including the intellectual property rights) of any third party; and
- c. Cybersyn's collection of data and related information and its provision of the Product(s) hereunder complies with all applicable laws, rules, and regulations, including laws relating to privacy, and does not violate the terms of any agreement or legal obligation to which Cybersyn is a party

If Consumer becomes aware that a Product unintentionally contains any Sensitive Personal Information, Consumer agrees to promptly notify Cybersyn and Cybersyn agrees to take commercially reasonable steps to promptly remediate such issue and remove such Sensitive Personal Information from the Product(s).

6.2 GENERAL. Cybersyn 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 the Agreement; and (c) the execution and performance of this Agreement will not conflict with or violate any applicable law, rules, or regulations.

7. **CONSUMER REPRESENTATIONS AND WARRANTIES**

7.1 SECURITY. 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 Consumer to keep



all data secure). If Consumer becomes aware of any loss of, or unauthorized access to, acquisition of, use, disclosure, or destruction of Product (each a “**Security Incident**”), Consumer will notify Cybersyn promptly, and in no event later than two (2) days following the discovery of such Security Incident. Consumer will cooperate fully in providing Cybersyn with any information it may reasonably request relating to the Security Incident and the related investigation and remediation efforts.

7.2 GENERAL. Consumer 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 the Agreement; and (c) the execution and performance of the Agreement will not conflict with or violate any applicable law.

7.3 CONSUMER INFORMATION PROVIDED TO CYBERSYN BY SNOWFLAKE. Consumer agrees that Cybersyn may receive from Snowflake 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, and Consumer agrees that Cybersyn may use such information for the purposes set forth in this Agreement and Cybersyn’s Privacy Policy (available [here](#)), which may include marketing to Consumer other Products offered by Cybersyn on the Marketplace.

8. CONFIDENTIALITY

8.1 PROTECTION OF CONFIDENTIAL INFORMATION. Each Party receiving Confidential Information (the “**Receiving Party**”) from the disclosing Party (the “**Disclosing Party**”) agrees that it and its employees, officers, consultants, contractors, and agents (“**Representatives**”) shall (i) maintain all Confidential Information in strict confidence; (ii) use all reasonable means to prevent the use, disclosure, or dissemination of Confidential Information other than as expressly permitted pursuant to the Agreement; and (iii) use and reproduce the Confidential Information only as permitted by the Agreement. Moreover, Receiving Party agrees to disclose the Confidential Information only to its Representatives who are bound by confidentiality obligations substantially similar to those contained herein, and who, in each case, need to know the Confidential Information in connection with the purpose of the Agreement and shall be informed by Receiving Party of the confidential nature of the Confidential Information. Receiving Party agrees to notify Disclosing Party without unreasonable delay of any loss or unauthorized disclosure of Disclosing Party’s Confidential Information. Receiving Party agrees to be responsible for any breach of the Agreement by its Representatives.

8.2 EXCEPTIONS. Receiving Party’s obligations shall not apply to Confidential Information that (a) was in the public domain prior to the time of its disclosure under the Agreement; (b) entered the public domain after the time of its disclosure under the Agreement through no fault



of Receiving Party or its Representatives; (c) becomes available to Receiving Party on a non-confidential basis from a person or entity, other than Disclosing Party, who is not bound by confidentiality obligations in respect of such Confidential Information; or (d) Receiving Party can demonstrate was in its possession as of the Effective Date or is independently developed by Receiving Party or its Representatives without violation of any obligation under the Agreement.

8.3 COMPULSORY DISCLOSURE. Nothing in the Agreement shall prohibit Receiving Party from disclosing Confidential Information pursuant to applicable law, regulation or legal process, or if requested to be disclosed by a government agency or self-regulatory organization, provided that Receiving Party, to the extent legally permitted and reasonably practicable under the circumstances (i) promptly notifies Disclosing Party of the existence, terms and circumstances surrounding such a request, (ii) consults with Disclosing Party on the advisability of taking steps to resist or narrow such request, (iii) if disclosure of such Confidential Information is legally required, furnishes only such portion of the Confidential Information as Receiving Party is advised by legal counsel is legally required to be disclosed, and (iv) cooperates with Disclosing Party, at the expense of Disclosing Party, in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to any portion of the Confidential Information that is required to be disclosed. Notwithstanding anything to the contrary contained herein, Cybersyn may disclose Confidential Information, without notice to Data Provider, to any governmental agency or regulatory authority.

8.4 RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION; RETENTION. Upon the termination of the Agreement, or at any time upon request of the Disclosing Party, the Receiving Party will promptly return all items and materials, including any copies, in its possession, custody, or control which contain any Confidential Information of the Disclosing Party. All notes or other work product containing such Confidential Information will be destroyed, and such destruction will be certified in writing to the Disclosing Party by an authorized representative of the Receiving Party who supervised such destruction. The Receiving Party's obligations concerning the Disclosing Party's Confidential Information as set forth herein will survive the termination of the Agreement. Notwithstanding any termination of this Agreement and anything in the Agreement to the contrary, each Party may retain a copy of the Data and/or Confidential Information (i) as expressly permitted by the Agreement, and (ii) for as long as it is required in order to comply with its legal, regulatory and record-keeping obligations.

9. INDEMNIFICATION

9.1 INDEMNIFICATION BY CYBERSYN. Cybersyn agrees to indemnify, defend and hold harmless Consumer and its affiliates, officers, directors, employees, shareholders, and/or agents



from any and all claims, investigations, and lawsuits (“**Claims**”) and any resulting or associated expenses, losses, fines, fees, or damages (including attorneys fees and costs) (“**Damages**”) in any and all jurisdictions arising from or relating to any allegation that the Data is in violation of the copyright, patent, trademark, trade secret, or other intellectual property rights of a third party. Cybersyn indemnification obligations hereunder shall not extend to any Claims arising from or relating to (a) any modifications, alterations or changes to the Data by Consumer which causes the Data to infringe the intellectual property rights of a third party; (b) Consumer’s misuse or unauthorized use of the Data; or (c) any combination of the Data with any Consumer or third party content or materials which causes the Data to infringe the intellectual property rights of a third party.

9.2 **INDEMNIFICATION BY CONSUMER.** Consumer agrees to indemnify, defend, and hold harmless Cybersyn and its affiliates, officers, directors, employees, shareholders, and/or agents from any and all Claims and any resulting or associated Damages in any and all jurisdictions arising from or relating to (i) its use of the Data, (ii) its misuse of the Data in violation of the Agreement, or (iii) any violation of its representations and warranties under the Agreement.

9.3 **INDEMNIFICATION PROCEDURES.** In the event of a potential indemnity obligation under this Section 9, 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 9 shall not relieve the Indemnifying Party of its obligations under this Section 9. 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 9. 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 9 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.

10. WARRANTY DISCLAIMER

OTHER THAN AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, ALL DATA IS PROVIDED “AS-IS” AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND. CYBERSYN HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND



NON-INFRINGEMENT. CYBERSYN 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.

11. LIMITATION OF LIABILITY

11.1 EXCEPT WITH RESPECT TO (I) DAMAGES ARISING FROM A PARTY'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (II) A BREACH OF SECTIONS 6 (CYBERSYN REPRESENTATIONS), 7 (CONSUMER REPRESENTATIONS), OR 8 (CONFIDENTIALITY), OR (III) A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, OR ANY LOST PROFITS ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED OR ALLEGED, REGARDLESS OF WHETHER THAT PARTY HAS BEEN ADVISED OF OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 EXCEPT WITH RESPECT TO (I) DAMAGES ARISING FROM A PARTY'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (II) A BREACH OF SECTIONS 6 (CYBERSYN REPRESENTATIONS), 7 (CONSUMER REPRESENTATIONS), OR 8 (CONFIDENTIALITY), OR (III) A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED OR ALLEGED, IN EXCESS OF THE FEES DUE AND PAYABLE BY CONSUMER UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

12. TERM AND TERMINATION

12.1 TERM. This Agreement will continue in full force and effect with respect to each Product until the end of the term for such Product set forth in the Listing Information (each, a "**Term**"), unless such Term, or the Agreement in its entirety, is earlier terminated by either Party as provided herein.

12.2 TERMINATION BY CYBERSYN. Cybersyn may terminate this Agreement, or the Term of any Product licensed hereunder, effective immediately upon notice if it determines, in its sole discretion, that (A) a material change in its relationship with its suppliers has made it such that it can no longer offer the Product, (B) providing the Product to Consumer constitutes or may constitute a violation of any applicable law, rule, regulation, or contractual obligation to which Cybersyn is subject, or (C) if Cybersyn determines, in its sole discretion, that Consumer has not complied with or no longer complies with any representations or warranties set forth in the Agreement, including the Dataset-Specific Terms, if any. In such event, Consumer shall not be liable for any payments to Cybersyn for any portion of a Term for which the Product was not received and/or access to the Product has been revoked.



12.3 TERMINATION FOR CAUSE. Either Party may terminate this Agreement if the other Party: (i) fails to cure any material breach of the Agreement (including a failure to pay the Fees, if applicable) within fifteen (15) days after receiving written notice thereof, unless the breach is not capable of cure, in which case termination shall be effective immediately upon 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 Consumer for cause in accordance with this Section 12.3, Consumer shall be entitled to a refund of any Fees paid for the Product purchased hereunder for the period following written notice. For any termination of this Agreement by Cybersyn for cause in accordance with this Section 12.3, Consumer shall be liable for all unpaid Fees for the remainder of the Term.

12.4 EFFECT OF TERMINATION. At the end of the Term for a given Product, Consumer shall no longer be able to access or use the applicable Product.

12.5 SURVIVAL. In addition to any sections that explicitly state that they will survive termination of the Agreement, sections 2.4, 8, 9, 10, 11, 12.4, 13, and 14, 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.

13. PUBLICITY

13.1 IDENTIFICATION. Cybersyn will have the right to identify Consumer as a Cybersyn customer, using its name and logo, on Cybersyn's website and in marketing materials and communications. Cybersyn agrees to comply with any trademark usage requirements provided to its Consumer in connection with the foregoing usage. Consumer grants to Cybersyn a limited, non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free, right and license to use its name, logo, and trademarks solely for the foregoing purpose. Cybersyn agrees that any goodwill generated by such use shall accrue solely to Consumer. Consumer may use the Cybersyn Trademarks to indicate that it is or was a consumer of a Cybersyn Products, consistent with the terms and conditions of this Agreement. Cybersyn grants to Consumer a limited, non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free, right and license to use the Cybersyn Trademarks for the foregoing purpose. Consumer agrees that any goodwill generated by such use shall accrue solely to Cybersyn.

13.2 PUBLIC STATEMENTS. Except as set forth in Section 13.1, neither Party may (a) use the names, trademarks, or trade names (whether registered or not) of the other Party, or (b) publicly refer to the other Party or the existence of the Agreement, in publicity releases, promotional materials, business plans, investment memorandums, announcements, advertising, or in any other manner whatsoever.



14. MISCELLANEOUS

14.1 GOVERNING LAW AND VENUE. 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. The jurisdiction and venue for actions related to the subject matter hereof will be the state and federal courts located in New York, New York. Both Parties hereby submit to the personal jurisdiction of such courts.

14.2 NOTICE. All notices must be in writing and will be deemed given (i) three days after sending if sent by first class mail (return receipt requested) to a Party's address (in the case of Consumer, as provided to Snowflake; in the case of Cybersyn, to the address below), (ii) on the day of delivery if sent via hand-delivery to a Party's address, (iii) on the business day after sending if sent by documented overnight delivery service to a Party's address, or (iv) on the business day after sending if sent by email, with Cybersyn's email address for notices being legal@cybersyn.com. If a notice is sent via email, the notice shall be deemed to have been received by the recipient on the day of the sender's transmission unless the sender receives a bounce back or automated response indicating that the email was not delivered successfully. A party may change its address for notices by sending a change of address notice using this notice procedure. Additionally, a copy of all notices sent by Consumer must be sent via email to legal@cybersyn.com.

Cybersyn address for Notices:

[_____]

14.3 RELATIONSHIP OF PARTIES; ASSIGNMENT. The Parties are independent contractors and no employment, agency, or joint venture, is created hereunder. Neither Party may assign or transfer the 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, Cybersyn may assign and so delegate its obligations hereunder to its Affiliates or to any entity acquiring all or substantially all of its assets or entire business, whether by sale of assets, sale of stock, merger, or otherwise. In the event of any proposed change of control of Consumer, whether by sale of a controlling interest in Consumer, a merger, or the acquisition of all or substantially all of Consumer's assets or entire business, Consumer shall provide Cybersyn no less than fifteen (15) days' advance written notice thereof, upon receipt of which, Cybersyn may elect, in its sole discretion, to terminate this Agreement pursuant to the terms of Section 12.2 hereof by providing written notice thereof.

14.4 ENTIRE AGREEMENT. The Agreement (including these Cybersyn TOS and any Dataset-Specific Term(s)) 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. Except as expressly provided herein, the terms and conditions of the Agreement will not be changed, amended, modified or waived unless such change, amendment, modification or waiver is in writing and signed or acknowledged (whether in writing or electronically) by authorized representatives of each Party.

14.5 SEVERABILITY AND WAIVER. If any provision of the 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. No failure or delay by either Party in exercising any right under the Agreement will constitute a waiver of that right.

14.6 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.

14.7 EQUITABLE RELIEF. The Parties acknowledge and agree that a breach of Section 8 of these Cybersyn TOS by either Party may result in immediate, irreparable and continuing damage to the non-breaching Party for which there will be no adequate remedy at law; and agree that in the event of any such breach or violation or any threatened or intended breach or violation of the Agreement, the non-breaching Party, its successors and assigns, will be entitled to seek temporary, preliminary and permanent injunctive relief and/or other equitable relief (without needing to post any bond or other security) in addition to such other and further relief as provided for at law and in equity.

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

14.9 THIRD-PARTY BENEFICIARY. The Parties agree that there are no third party beneficiaries to this Agreement.

14.10 WAIVER OF JURY TRIAL. Each party knowingly, voluntarily and irrevocably waives its right to a trial by jury in any action arising out of or relating to the Agreement.

15. DEFINITIONS.

“**Account**” means Consumer’s Snowflake account(s).



“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.

“Confidential Information” means any confidential and proprietary information belonging to either Party or either Party’s affiliates, subsidiaries, or parent companies that is disclosed by one Party to the other Party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including, without limitation, documents, prototypes, samples, plans, and equipment). Confidential Information includes all copies, archives, compilations, aggregations, and excerpts thereof, in all formats, and includes the terms, conditions and existence of this Agreement. With respect to Cybersyn, Confidential Information includes, by way of example, but without limitation, information relating to: research activities, research or data reports, data collection, aggregation, analysis or computer code, including but not limited to any communication with any data or computer code within a Cybersyn-controlled data infrastructure; any development tools and processes, product plans or designs, algorithms, any titles, themes, objects, concepts, artwork, designs, aggregated data, de-identified data, methods of operation, moral rights, and any related documentation or any intellectual property of any kind or nature; organizational, financial, accounting, operational, systems or other information relating to Cybersyn and its directors, officers, members, partners, shareholders, affiliates, employees, agents, representatives or service providers.

“Listing Functionality” has the meaning set forth in the Snowflake TOS.

“Listing Information” means information about a Product (but not the Product itself) including title, description, any applicable metadata, any Dataset-Specific Terms, Fees, and other information provided by Cybersyn and made available to Consumer through the Marketplace.

“Marketplace” means the Snowflake Marketplace service offered by Snowflake as described in the Snowflake TOS and Marketplace Documentation.

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

“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’.



“Product” means data, data services, data-related apps and related documentation provided by Cybersyn via the Marketplace.

“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’.

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

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