

MASTER LICENSE AND SERVICES AGREEMENT

BY SIGNING AN ORDER FORM OR SOW (EACH AS DEFINED BELOW) THAT REFERENCES THIS MASTER LICENSE AND SERVICES AGREEMENT (“**MLSA**”), THE CUSTOMER NAMED IN THE APPLICABLE SIGNATURE BLOCK (“**CUSTOMER**”) AND SNOW SOFTWARE, INC. (“**SNOW**”) AGREE TO THE TERMS OF THIS AGREEMENT. THIS MLSA IS EFFECTIVE AS OF THE DATE OF THE LAST SIGNATURE ON AN ORDER FORM OR SOW REFERENCING THIS MLSA (THE “**EFFECTIVE DATE**”).

This MLSA, and any Order Forms or SOWs executed by the Parties referencing this MLSA, are collectively referred to herein as the “**Agreement**.” Customer and Snow may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.” An “**Affiliate**” of a Party means any legal entity that directly, or indirectly, controls or is controlled by, or is under the common control of such Party. Each individual signing this Agreement represents and warrants that she/he is duly authorized and has full authority to execute this Agreement on behalf of the respective Party.

1. Scope. This Agreement sets forth the terms on which Customer may purchase, and Snow will provide (a) software to be installed on Customer’s hardware (“**Local Software**”), (b) software as a service hosted by Snow on Microsoft’s Azure platform (“**Hosted Software**”), (c) maintenance and support (“**M&S**”), and (d) software recognition services (“**SRS**”) (each a “**Product Type**” collectively the “**Products**”). The Products are further described in standard documentation, created and provided by Snow, which accompany the Products (“**Documentation**”). This Agreement also governs implementation, configuration, and other professional services provided by Snow to Customer (“**Professional Services**”).

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

3. Grant of Right and License. Subject to the terms of this Agreement and in accordance with the applicable Order Form, Snow grants Customer a worldwide, nonexclusive, revocable (only as set forth in Section 12.d (Effects of Termination)), nontransferable, nonsublicensable right and license to use the Product within the Usage Parameters during the Product Term for Customer’s internal business purposes.

4. Professional Services.

a. Statements of Work. If Customer orders Professional Services, the Parties will execute a separate Statement of Work (“**SOW**”), which will describe the (i) scope of the Professional Services, (ii) Customer’s obligations, (iii) delivery schedule, (iv) delivery location, and (v) corresponding Fees. Each SOW executed by the Parties will reference and be subject to the terms of this Agreement, and may contain additional terms.

b. Services. Snow will perform the Professional Services with qualified personnel, in a professional manner, employing reasonable commercial efforts.

c. Deliverables. Any reports, materials, Documentation, or other deliverables provided by Snow to Customer as part of the Professional Services are “**Deliverables**”. Notwithstanding the foregoing, no Products (including any updates, upgrades, patches, or bug fixes) or any underlying technology shall be considered a Deliverable. Snow grants Customer a perpetual,

worldwide, nonexclusive, revocable (only as set forth in Section 12.d (Effects of Termination)), nontransferable, nonsublicensable license to use the Deliverables for Customer’s internal business purpose in connection with the applicable Products.

d. Change Orders. Any changes to the scope of an SOW must be made in writing and signed by both Parties (“**Change Order**”). Each Change Order shall contain full particulars of the adjustment. Each mutually executed Change Order will be incorporated herein by this reference and subject to the terms of this Agreement.

e. Expenses. If within an SOW, Customer requests Snow provide certain Professional Services at a Customer designated location (e.g. on site), Customer shall reimburse Snow for Snow’s actual and reasonable travel expenses that have been preapproved by Customer.

5. Prohibited Conduct. Customer shall not, and Customer shall not knowingly allow any third party to: (a) reproduce, distribute, modify, time-share, license, sublicense, rent, lease, sell, transfer, or otherwise make available to any unauthorized third party any Product or Deliverable; (b) reverse engineer, decompile, disassemble, extract, or otherwise derive or attempt to derive the source code of any Product; (c) defeat or attempt to defeat any security mechanism of any Product; (d) remove, obscure, or alter any trademark or copyright, confidentiality or other rights notice or legend appearing on or in any Product, Deliverable, or other materials provided or made available by Snow; (e) use or view the Products or Deliverables for the purpose of competing with Snow; or (f) use any Product or Deliverable in any manner that does not comply with applicable laws and regulations.

6. Accounts. Customer is responsible and liable for all access to and use of the Products occurring under Customer’s accounts or logins. Customer must notify Snow immediately of any unauthorized use of the Products or any other actual or suspected breach of security regarding the Products of which Customer becomes aware.

7. Policies.

a. Maintenance and Support. If Customer purchases a subscription for M&S, Snow will provide Customer support, upgrades, bug fixes, and other maintenance services for the covered Products during the M&S Product Term in accordance

with the policy located at <https://www.snowsoftware.com/int/cst> (“M&S Policy”).

b. Software Recognition Service. If Customer purchases a subscription for SRS, Snow will provide Customer a remote service for recognizing unrecognized applications within Customer’s environment during the SRS Product Term in accordance with the policy located at <https://www.snowsoftware.com/int/srslevelpolicy> (“SRS Policy”).

c. Updates. Snow may update the M&S Policy or SRS Policy at any time, but in no event will Snow materially degrade either policy during the then-current applicable Product Term.

8. Hosted Software

a. Microsoft Terms. The Hosted Software is provided via Microsoft’s Azure platform and by using the Hosted Software, Customer agrees to the applicable Microsoft Online Services Terms available at <https://www.microsoft.com/licensing/onlineuserights> (“Microsoft Use Terms”). Customer agrees to defend, indemnify, and hold harmless Snow and its Affiliates from any and all liability, loss, claims, or expenses arising from or related Customer’s breach of this Section 8.a.

b. Azure SLAs. For Customer’s reference only, Microsoft’s Azure platform service level agreements are located at <https://azure.microsoft.com/en-us/support/legal/sla/> (“Azure SLAs”). The Azure SLAs are between Microsoft and Snow, and Customer does not have any rights or claims under the Azure SLAs. In no event shall Snow be liable to Customer for any claim related to the Azure SLAs.

c. Flow Down Terms. Customer acknowledges and agrees that a violation of the Microsoft Use Terms may result in a suspension of the Hosted Software. The Hosted Software will only be suspended to the extent reasonably necessary. Unless an immediate suspension is required, Customer will receive reasonable notice before suspension of the Hosted Software.

9. Invoicing and Payment.

a. Generally. Customer will pay Snow all Fees set forth in each Order Form or SOW. Snow will invoice Customer for all Fees set forth in the Order Form or SOW upon execution of the Order Form or SOW. All invoiced amounts are due and payable, in the currency specified on the Order Form or SOW, within 30 days of the date of the applicable invoice. Except as expressly provided in this Agreement, all Fees are nonrefundable, and payment obligations cannot be canceled, regardless of actual usage of the Products.

b. Overdue. Any amount due hereunder and not received by Snow by the applicable due date shall bear an additional charge of the lesser of (a) 1.5% per month, or (b) the maximum permissible rate under applicable law, from the date due until paid. Snow reserves the right to suspend Customer’s use of the Products at any time until all past-due Fees are paid in full. Customer will reimburse Snow for all costs incurred by Snow, including reasonable attorneys’ fees, collection fees, and

court costs, in connection with any collection efforts arising out of this Agreement.

c. Taxes. Fees do not include, and Customer will pay, all sales, use, and other taxes imposed by law on Customer in connection with this Agreement, excluding taxes on Snow’s income. If Customer is exempt from any taxes, Customer must provide Snow with the appropriate tax exemption documentation at the time the Order Form or SOW is executed. Customer shall indemnify Snow and its Affiliates for all amounts and related liability (including penalties, interest, and related expenses) arising from Customer’s failure to pay the appropriate taxes. Such indemnification must be made by Customer within 30 days of Snow’s written request.

10. Proprietary Rights.

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

b. Customer’s. As between the Parties, Customer retains all rights, title, and interest in and to any data and content provided or uploaded by Customer to the Products (“Customer Content”). Customer grants to Snow a non-exclusive right and license to copy, store, transmit and otherwise use the Customer Content during the Agreement Term solely as necessary for Snow to fulfill its obligations under this Agreement.

c. Aggregated Data. Customer understands and agrees that Snow may collect and use aggregated and deidentified data derived from Customer’s use of the Products solely to provide and improve the Products.

11. Mutual Confidentiality.

a. Defined. “Confidential Information” of a Party means any and all information disclosed by a Party or its Affiliates (“Discloser”) to the other Party or its Affiliates (“Recipient”) that is either identified as confidential at the time of disclosure or is information which Recipient knows, or reasonably should have known, is confidential. Confidential Information includes, but is not limited to, technical and non-technical data, marketing and promotional information, Products, software programs and code (regardless of form or language), methods, techniques, strategies, processes, customer, employee and supplier information, trade secrets, distribution methods, and pricing and financial data. Customer’s Confidential Information includes Customer Content. Notwithstanding the foregoing, Confidential Information does not include information if and only to the extent the receiving Party establishes that the information: (i) is or has become part of the public domain through no act or omission of the receiving Party; (ii) was already in the receiving Party’s lawful possession prior to disclosure hereunder, without obligations of confidentiality; (iii)

was rightfully communicated to the receiving Party, without obligations of confidentiality, by a third party not bound by confidentiality obligations with respect thereto; or (iv) was independently developed by the receiving Party without use of the other Party's Confidential Information. As between the Parties, all Confidential Information shall be and remains the property of the Discloser.

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

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

d. Return. Upon termination or expiration of this Agreement or the request of the other Party, Recipient must return or destroy all Discloser's Confidential Information then in Recipient's possession or control; provided, however, that if any Confidential Information is held in Recipient's archives or back-up systems, the Confidential Information will be allowed to expire and be deleted or destroyed in accordance with Recipient's commercially reasonable archiving or backup policies. Recipient's confidentiality obligations under this Section 11 shall continue for a period of 5 years after termination or expiration of this Agreement.

12. Term and Termination.

a. Agreement Term. The term of this Agreement shall commence on the Effective Date and shall continue until no Order Forms or SOWs remain in force and effect, unless earlier terminated in accordance with Section 12.c (Termination for Breach) (the "**Agreement Term**").

b. Automatic Renewal. UNTIL THIS AGREEMENT OR APPLICABLE ORDER FORM IS TERMINATED BY EITHER PARTY, OR EITHER PARTY PROVIDES WRITTEN NOTICE OF NON-RENEWAL OF A PRODUCT AT LEAST 30 DAYS PRIOR TO THE END OF THE PRODUCT'S THEN-CURRENT PRODUCT TERM, THE PRODUCT TERM OF EACH PRODUCT SHALL AUTOMATICALLY RENEW FOR A PERIOD OF THE SAME DURATION AS THE PREVIOUS PRODUCT TERM. THE FEES FOR AN AUTOMATICALLY

RENEWED PRODUCT TERM WILL BE SNOW'S THEN-CURRENT FEES.

c. Termination for Breach. Either Party may terminate this Agreement if the other Party commits a material breach of this Agreement and does not cure such breach within 30 days after receipt of written notice.

d. Effects of Termination. Upon the termination of this Agreement, or the termination or expiration of any Product Term or Order Form: (i) all rights and licenses granted to Customer to the associated Products are terminated and revoked (even if it is identified as "perpetual"); (ii) Customer shall immediately cease use of such Products and Deliverables; and (iii) Customer shall promptly pay to Snow all outstanding amounts that accrued through the effective date of termination or expiration. A termination of this Agreement shall simultaneously terminate any Order Forms and SOWs then in effect. The following provisions will survive any termination or expiration of this Agreement: Sections 5 (Prohibited Conduct), 9 (Invoicing and Payment), 10 (Proprietary Rights), 11 (Mutual Confidentiality), 12 (Term and Termination), 14.e (Disclaimers), 15 (Limits of Liability), and 17 (General Provisions).

13. IP Infringement Indemnification.

a. Defense. Snow will defend Customer against any third-party claim that alleges the Products or Deliverables (the "**Protected Items**") infringe any U.S. patent, copyright, or trademark ("**Claim**") if Customer (i) notifies Snow immediately upon learning of any Claim (provided that failure to provide prompt notice will not excuse Snow's obligations unless Snow is materially prejudiced), (ii) grants Snow sole control over the defense and settlement of the Claim, and (iii) reasonably cooperates with Snow in preparing a defense for any Claim. Snow agrees to pay any final judgment or settlement resulting from any Claim, provided that the settlement is entered into in accordance with this Section 13. Snow is not liable for a settlement made without its prior written consent.

b. Exclusions. Snow has no obligation under this Section 13 for any Claim relating to or arising from (a) Customer's modifications of Protected Items; (b) failure to use Protected Items in accordance with this Agreement or the Documentation; (c) the combination, operation, or use of Protected Items with any software not provided by Snow; or (d) the compliance of Snow with Customer's specifications or directions, including the incorporation of any software or other materials provided by or requested by Customer.

c. Remedy. This Section 13 states the Customer's sole remedy for, and Snow's entire liability and responsibility for infringement of any patent, trademark, or copyright or other intellectual property rights. In any event, if Snow believes in its reasonable opinion the Protected Items may be alleged to be infringing, Snow may, at its option, (i) procure for the Customer the right to continue to use the Protected Items; (ii) replace the Protected Items with comparable non-infringing Protected Items; (iii) for Protected Items licensed with a limited term, refund any prepaid and unused fees paid by Customer; or (iv) for Protected Items licensed in perpetuity, refund any fees paid

by Customer for the applicable Protected Items, less amortization based on a 5 year straight line amortization schedule from the date of applicable invoice. If Snow exercises either of the foregoing options (iii) or (iv), Customer's right and license to the applicable Protected Items will terminate and Customer must promptly cease its use of the applicable Protected Items.

14. Warranties.

a. Local Software. Subject to Section 14.c, Snow warrants that the Local Software will perform in substantial accordance with its Documentation for a period of 90 days from the date the license keys are electronically delivered to Customer ("**Local Warranty**").

b. Hosted Software. Subject to Section 14.c, Snow warrants that the Hosted Software will perform in substantial accordance with its Documentation during the Product Term ("**Hosted Warranty**").

c. Restrictions. This Local and Hosted Warranty do not apply to (i) problems caused by third party hardware or software not authorized by Snow for use with the Products, (ii) Customer's misuse of the Products, (iii) modifications to the Products not authorized by Snow, or (iv) problems reported to Snow after the applicable warranty period. Snow's entire liability and Customer's exclusive remedy under the Local and Hosted Warranty shall be, at Snow's option, either repair or replace the nonconforming Product, or refund to Customer all paid but unused Fees for the nonconforming Product.

d. Compliance with Law. Each Party warrants that its performance under this Agreement will comply with all applicable law.

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

15. Limits of Liability. IN NO EVENT WILL SNOW BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, COSTS OF DELAY, FAILURE OF DELIVERY, BUSINESS INTERRUPTION, DATA LOSS, DAMAGE OR DISCLOSURE, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE), REGARDLESS OF THE NATURE OF THE CLAIM, EVEN IF SNOW BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, SNOW'S AGGREGATE LIABILITY FOR ANY AND ALL

CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE TOTAL FEES PAID OR WOULD HAVE BEEN PAID BY CUSTOMER TO SNOW UNDER THE ORDER FORM OR SOW RELATED TO THE CLAIM DURING THE 6 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE SUCH LIABILITY AROSE.

16. Basis of Bargain. THE PROVISIONS IN SECTIONS 14.e AND 15 APPLY WITHOUT REGARD TO WHETHER ANY PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED, HAVE PROVEN INEFFECTIVE, OR HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THE PROVISIONS OF SECTION 14.e AND 15 OF THIS AGREEMENT ARE FUNDAMENTAL AND SPECIFIC REQUIREMENTS OF THE BASIS OF THE BARGAIN BETWEEN SNOW AND CUSTOMER, AND SNOW WOULD NOT BE ABLE TO PROVIDE PRODUCTS, PROFESSIONAL SERVICES, OR DELIVERABLES WITHOUT EACH SUCH PROVISION.

17. General Provisions

a. Construction. In the event of any conflict between the terms of this Agreement and those of any Order Form or SOW, the applicable Order Form or SOW shall control solely with respect to the subject matter of such Order Form or SOW. The section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement.

b. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, advertisements, statements, proposals, negotiations, discussions, or agreements regarding such subject matter. In addition, SNOW EXPRESSLY OBJECTS TO AND REJECTS ANY TERMS AND CONDITIONS IN CUSTOMER'S PURCHASE ORDER OR SIMILAR PURCHASING DOCUMENT. This Agreement may not be modified or amended except by a writing signed by an authorized representative of each of the Parties.

c. Dispute Resolution; Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The place of arbitration shall be Austin, Texas, USA. The Parties shall seek to mutually appoint a single arbitrator. If the parties cannot agree on a single arbitrator, then there shall be three arbitrators: one selected by each Party, and a third selected by the first two. Prior to the commencement of hearings, each of the arbitrators appointed shall provide an oath or undertaking of impartiality. A judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any negotiation or arbitration hereunder without the prior written consent of both Parties. The language of the arbitration shall be English.

d. Governing Law and Claims. This Agreement is governed by the laws of the State of Texas without reference to

its conflicts of law principles. Each Party irrevocably agrees that any legal action that is not otherwise subject to Section 17.b (Dispute Resolution; Arbitration) must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the State or Federal courts in Travis County, Texas, USA, and each Party irrevocably submits to the sole and exclusive personal jurisdiction of the courts in Travis County, Texas, USA with respect to any legal action brought by it or against it by the other Party. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. Nothing in this Agreement prevents either Party from seeking injunctive relief in a court of competent jurisdiction. The prevailing Party in arbitration or litigation is entitled to recover its reasonable attorneys' fees and costs from the other Party. Customer must initiate arbitration or any other cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within 2 years from the date when Customer knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s). Customer shall reimburse Snow's reasonable costs and expenses in collecting amounts from Customer awarded to Snow under this Agreement.

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

f. Survival. The provisions of this Agreement, and the rights, duties, and obligations of the Parties hereunder, which by their nature may be reasonably inferred to have been intended to survive termination, cancellation, completion, or expiration of this Agreement will survive and continue as valid and enforceable rights, duties, and obligations.

g. Waiver. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Any waiver by either Party must be in writing and shall apply solely to the instance to which directed.

h. Assignment. Snow may assign its rights and obligations under this Agreement, in whole or in part, without Customer's consent, if the assignee is an Affiliate or as a result of a merger, consolidation, or transfer or sale of all or substantially all of Snow's assets. Customer may not assign this Agreement without Snow's prior written consent. Snow will not unreasonably withhold its consent if the assignee agrees to be bound by the terms and conditions of this Agreement. Subject to this Section, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. Any assignment in violation of this Section is null and void.

i. Force Majeure. Neither Party shall be liable to the other for any failure to perform any of its obligations (except payment obligations) under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, cyber warfare, including, but not limited to, Internet-based conflict and attacks on information systems designed to or resulting in the disabling of websites and networks, embargo, strike, riot or the intervention of any governmental authority (a "**Force Majeure**"). In such event, however, the delayed Party must promptly provide the other Party with written notice of the Force Majeure. The delayed Party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure event lasts longer than 30 days, then the other Party may immediately terminate, in whole or in part, this Agreement or the applicable SOW by giving written notice to the delayed Party.

j. Notice. Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices and approvals shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by facsimile, with confirmation of successful transmission.

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

l. Subcontractors. Snow may, in its sole discretion, use subcontractors to fulfill its obligations under this Agreement, provided that Snow remains responsible for (i) compliance of such subcontractor with the terms of this Agreement and (ii) for the overall performance of the Professional Services as required under this Agreement.

m. Reference Rights. Customer agrees to serve as a reference that will, upon Snow's reasonable request, (i) provide comments related to this Agreement for distribution to third parties, and (ii) participate in Product related case studies. Snow shall have the right to issue a press release or other public statement concerning this Agreement and the relationship of the parties. Customer grants Snow the right to use Customer's name and logo in Snow's marketing communications and materials, subject to Customer's published trademark guidelines and policies.

n. Suggestions. Some of Snow's changes to user interfaces, features, and functionality come as a result of suggestions made by customers, whether in the form of suggestions, enhancement requests, recommendations or other feedback provided by a customer or its users relating to the Products ("**Suggestions**"). All customers benefit from Snow incorporating Suggestions in future releases of the Products. Customer hereby grants to Snow an irrevocable, worldwide,

royalty-free, perpetual license to use any Suggestions that Customer provides to Snow or its Affiliates as Snow deems appropriate without restriction or obligation to Customer.

o. U.S. Government End-Users. The Products are commercial computer software. If Customer is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Products, or any related documentation of any kind, including technical data and manuals, is restricted by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Products were developed fully at private expense. All other use is prohibited.

p. Export Restrictions. The Products are subject to export restrictions by the United States government and import restrictions by certain foreign governments, and Customer agrees to comply with all applicable export and import laws and regulations in Customer's use of the Products. Customer shall not (and shall not allow any third-party to) remove or export from the United States or allow the export or re-export of any part of the Products or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce

Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Customer represents and warrants that (i) Customer is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list and (ii) that no Customer Content is controlled under the US International Traffic in Arms Regulations.

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