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**"), OR BY OTHERWISE ORDERING OR USING THE PRODUCTS (DEFINED BELOW), THE CUSTOMER NAMED IN THE APPLICABLE SIGNATURE BLOCK OF SUCH ORDER FORM OR SOW OR THE ENTITY OTHERWISE ACCESSING OR USING THE PRODUCTS ("**CUSTOMER**") AND SNOW AGREE TO THE TERMS OF THIS MLSA. THIS MLSA IS EFFECTIVE AS OF THE DATE OF CUSTOMER'S SIGNATURE ON AN ORDER FORM OR SOW REFERENCING THIS MLSA, OR AS OF THE EARLIER DATE CUSTOMER OTHERWISE ORDERS OR USES THE PRODUCTS (THE "**EFFECTIVE DATE**"). "**SNOW**" MEANS THE SNOW SOFTWARE ENTITY IDENTIFIED IN THE APPLICABLE ORDER FORM OR SOW, PROVIDED THAT IF THE SNOW SOFTWARE ENTITY IS NOT IDENTIFIED IN THE APPLICABLE ORDER FORM OR SOW, "SNOW" MEANS THE SNOW SOFTWARE ENTITY CORRESPONDING THE COUNTRY OR REGION WHERE CUSTOMER IMPLEMENTS THE PRODUCTS OR SERVICES AS SET FORTH IN GLOBAL APPENDIX OF THIS MLSA.

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 an Order Form or SOW represents and warrants that she/he is duly authorized and has full authority to execute this MLSA on behalf of the respective Party.

1. Scope. This MLSA sets forth the terms on which Customer may obtain and use certain software ("**Software**") and maintenance and support ("**M&S**") (each a "**Product Type**" collectively the "**Products**") directly from Snow or from Snow's authorized reseller partner ("**Partner**"). The Products are further described in standard documentation, created and provided by Snow, which accompany the Products ("**Documentation**"). This MLSA also governs implementation, configuration, and other professional services provided by Snow directly to Customer ("**Professional Services**").

2. Order Forms. For Products, Customer and Snow (or Customer and Partner, as applicable) will 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, Product descriptions, license metrics, authorized users, and other usage parameters as applicable ("**Usage Parameters**"), (d) pricing and fees ("**Fees**") and (e) other relevant details.

3. Use of the Products. Subject to the terms of this MLSA and in accordance with the applicable Order Form, Snow grants Customer a worldwide, nonexclusive, nontransferable (except as otherwise set forth in this MLSA), nonsublicensable license to use the Product within the Usage Parameters during the Product Term for Customer's internal business purposes. The Usage Parameters may permit Customer to allow third parties and Customer's Affiliates to use the Products solely for Customer's or the Affiliates' internal business purposes in accordance with this MLSA and Customer shall be fully liable for such use; *provided that*, for certain products, the Usage Parameters may limit the number of such users ("**Authorized Users**").

a. If Customer purchases a subscription for Snow Cloud Cost, any Anodot product or service purchased through Snow, or any other Snow software which incorporates Anodot Cost or other Anodot software, all such use shall be governed by https://www.snowsoftware.com/anodot-eula ("Anodot EULA"). Snow may update the Anodot EULA at any time, but in no event will Snow materially degrade the Anodot EULA during the Product Term.

4. Prohibited Conduct. Customer must not, and must not knowingly allow any third party to: (a) distribute, sublicense, sell, transfer, or otherwise make available any Product or Deliverable to any unauthorized third party; (b) reverse engineer, decompile, disassemble, extract, or otherwise derive or attempt to derive the source code of any Product (except and only to the extent applicable law allows even when this MLSA does not); (c) use functionality outside of the licensed Usage Parameters even if such functionality is accessible; (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) disclose results of any Product benchmark tests without Snow's prior written consent; or (f) use any Product or Deliverable in any manner that does not comply with this MLSA or applicable laws and regulations.

5. Professional Services.

a. Statements of Work. If Customer orders Professional Services directly from Snow, the Parties will execute a separate Statement of Work ("**SOW**"), which will describe the (i) scope of the Professional Services to be provided by Snow, (ii) Customer's related obligations, (iii) delivery location, and (iv) corresponding Fees. Each SOW executed by the Parties will reference and be subject to the terms of this MLSA and may contain additional terms.

b. 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, nontransferable, nonsublicensable license to use the Deliverables for Customer's internal business purpose in connection with the applicable Products.

c. Change Orders. Any changes to the scope of a 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 MLSA.

d. Expenses. If Customer requests that 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.

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. Maintenance and Support.

a. 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**"). Snow may update the M&S Policy at any time, but in no event will Snow materially degrade the M&S Policy during the period for which Fees for M&S have been paid.

b. If Customer purchases a subscription for Snow Atlas, Snow shall use commercially reasonable efforts to make the Products available in accordance with the service levels set out in the SLA located at https://www.snowsoftware.com/sla ("**SLA**"). Snow may update the SLA at any time, but in no event will Snow materially degrade the SLA during the Product Term.

8. Invoicing and Payment. This Section only applies to Products and Professional Services purchased directly from Snow. If Customer purchases Products or Professional Services from a Partner, the applicable Fees will be paid by Customer to the Partner in accordance with the terms and conditions between the Customer and the Partner.

a. Generally. Except as expressly provided otherwise in the applicable Order Form or SOW, all Fees are due and payable, in the currency specified on the Order Form or SOW, within 30 days of the invoice date.

b. Overdue. Any amount due hereunder and not received by Snow by the applicable due date may, in Snow's discretion, be subject to 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 for which Fees are past-due until such past-due Fees are paid. Except as expressly provided in this MLSA, all Fees are nonrefundable, and payment obligations cannot be canceled or set-off.

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 MLSA, 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.

9. Proprietary Rights.

a. Snow's. Except for the rights expressly granted to Customer in this MLSA, 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.

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 use the Customer Content during the MLSA Term solely as necessary for Snow to fulfill its obligations under this MLSA and in accordance with applicable data privacy laws.

c. Personal Data. If any Customer Content includes personally identifiable data, the terms of the Data Processing Addendum located at https://www.snowsoftware.com/legal/dataprotection/addendum ("**DPA**") will apply to Snow's processing of such data. General information regarding Snow's collection, use, and protection of personal data is outlined in Snow's Privacy Policy located at https://www.snowsoftware.com/seo/legal-privacy-policy.

d. Aggregated Data. Subject to applicable data privacy laws and the confidentiality provisions in this MLSA, Customer agrees that Snow may (i) collect and use aggregated and deidentified data derived from Customer's use of the Products, and (ii) disclose such aggregated and deidentified data to Partners and Customers, as necessary to provide and improve the Products for all Customers.

10. 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. Notwithstanding the foregoing, Confidential Information does not include information if and only to the extent the Recipient establishes that the information: (i) is or has become part of the public domain through no act or omission of the Recipient; (ii) was already in the Recipient's lawful possession prior to disclosure hereunder, without obligations of confidentiality; (iii) was rightfully communicated to the Recipient, without obligations of confidentiality, by a third party not bound by confidentiality obligations with respect thereto; or (iv) was independently developed by the Recipient 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) only access or use the Discloser's Confidential Information as necessary to exercise its rights or perform its obligations under and in accordance with this MLSA; and (iv) limit access to Discloser's Confidential Information to those of the Recipient's employees, authorized representatives, Affiliates (including their employees) or to third parties such as auditors, subcontractors or advisers (together 'Authorized Parties') having a need-to-know and who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein. Each Party acknowledges that it is liable for the actions and omissions of any Authorized Parties to whom it discloses Confidential Information as if they were the actions or omissions of that Party.

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 MLSA.

d. Return. Upon termination or expiration of this MLSA 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 "Mutual Confidentiality" shall continue for a period of 5 years after termination of this MLSA.

11. Warranties.

a. Software Warranty. Snow warrants that the Software will perform in all material respects as described in the applicable Documentation for 90 days from the date the license keys are electronically delivered to Customer ("**Software Warranty**"). This Software Warranty does 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 Software; (iii) modifications to the Software not authorized by Snow; or (iv) problems reported to Snow after the applicable warranty period. In the event of a breach of the Software Warranty, Snow's entire liability and Customer's exclusive remedy shall be, at Snow's option, to repair or replace the nonconforming Software or refund to Customer all Fees paid for the nonconforming Software.

b. Services. Snow warrants that all Professional Services performed by it hereunder will be performed with qualified personnel, in a professional manner, employing reasonable commercial efforts ("**Services Warranty**"). Customer must notify Snow of any breach of this Services Warranty within 30 days of the performance of the relevant Professional Services. Snow's entire liability and Customer's exclusive remedy shall be for Snow to reperform the services so that the breach is remedied.

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

d. Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN THIS MLSA, 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.

12. Term and Termination.

a. MLSA Term. The term of this MLSA shall commence on the Effective Date and shall continue until no Order Forms or SOWs remain in effect, unless earlier terminated as set forth below (the

"**MLSA Term**"). Either Party may terminate this MLSA if the other Party commits a material breach of this MLSA and, if capable of remedy, does not cure such breach within 30 days after receipt of written notice. Upon termination, Customer shall promptly pay to Snow all outstanding Fees that accrued through the effective date of termination. Termination of this MLSA shall simultaneously terminate any Order Forms and SOWs then in effect. If this MLSA is terminated by Snow for Customer's material breach, all rights and licenses granted to Customer are terminated and revoked (even if it is identified as "perpetual").

b. Renewal. UNTIL THIS MLSA IS TERMINATED OR EITHER PARTY PROVIDES WRITTEN NOTICE OF NON-RENEWAL OF A PRODUCT AT LEAST 90 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.

13. Indemnification.

a. Snow IP Infringement Indemnification. Snow will defend Customer against any third-party claim that alleges the Products or Deliverables (the "**Protected Items**") infringe any patent, copyright, trademark, or other intellectual property rights ("**Claim**") if Customer (i) notifies Snow promptly 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, provided that Snow shall not settle any Claim which admits liability on Customer's behalf without Customer's prior written consent, and (iii) reasonably cooperates with Snow, at Snow's request and sole expense, 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 "Snow IP Infringement Indemnification". Snow is not liable for a settlement made without its prior written consent.

b. Exclusions. Snow has no obligation under Section "Snow IP Infringement Indemnification" for any Claim relating to or arising from: (i) Customer's modifications of Protected Items; (ii) failure to use Protected Items in accordance with this MLSA or the Documentation; (iii) the combination, operation, or use of Protected Items with any software not provided by Snow if the alleged infringement would not have occurred but for such combination; (iv) 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; (v) use of a non-current release of the Protected Item; or (vi) use of the infringing Protected Item after Snow has made available a non-infringing Protected Item to Customer at no additional cost.

c. Remedy. If Snow believes in its reasonable opinion the Protected Items may be alleged to be infringing, Snow may: (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; or (iii) modify the Protected Items so they are no longer infringing while preserving the Protected Items' material functionality. In the event that the foregoing subsections are not commercially feasible, Snow may terminate the Customer's right and license to the applicable Protected Items and refund to Customer any prepaid and unused Fees paid by Customer for the applicable Protected Items, which for Protected Items licensed in perpetuity shall be less amortization based on a 5-year straight line amortization schedule from the date of applicable invoice. Section "Snow IP Infringement Indemnification" states the Customer's sole remedy, and Snow's entire liability, for infringement of any intellectual property rights.

d. Customer Indemnification. Customer will defend Snow against any third-party claim (i) that Customer Content infringes or misappropriates any third party's intellectual property rights or was collected or transferred by Customer in violation of applicable law, and (ii) arising from Customer's violation of Section "Export Restrictions". Customer will pay those costs and damages finally awarded against Snow in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action.

14. Mutual Limitation of Liability.

a. Aggregate. EXCEPT AS PROVIDED IN SECTION "Exclusions", EACH PARTY AND ITS AFFILIATES' AGGREGATE LIABILITY IN ANY EVENT FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO THIS MLSA, 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.

b. Other. EXCEPT AS PROVIDED IN SECTION "Exclusions", IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY: (i) INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; (ii) DIRECT OR INDIRECT LOST PROFITS, LOST REVENUES, LOSS OF BUSINESS, ANTICIPATED SAVINGS, COSTS OF DELAY, FAILURE OF DELIVERY, BUSINESS INTERRUPTION, DATA LOSS, ECONOMIC LOSS, OR LOSS OF GOODWILL, HOWSOEVER CAUSED, REGARDLESS OF THE NATURE OF THE CLAIM AND EVEN IF A PARTY OR ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

c. Exclusions. THE LIMITATIONS OF SECTION "Aggregate" AND "Other" SHALL NOT APPLY TO:

1. DEATH OR PERSONAL INJURY;

2. FRAUD OR FRAUDULENT MISREPRESENTATIONS;

3. PAYMENT OF FEES;

4. A PARTY'S OBLIGATIONS UNDER SECTION "Indemnification";

5. A PARTY'S BREACH OF SECTION "Prohibited Conduct" OR "Mutual Confidentiality"; OR

6. ANY OTHER ACT OR OMISSION, LIABILITY FOR WHICH MAY NOT BE LIMITED UNDER APPLICABLE LAW.

15. Basis of Bargain. THE PROVISIONS IN SECTIONS "Disclaimers" AND "Mutual Limitation of Liability" APPLY WITHOUT REGARD TO WHETHER ANY PROVISIONS OF THIS MLSA HAVE BEEN BREACHED, HAVE PROVEN INEFFECTIVE, OR HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THE PROVISIONS OF SECTION "Disclaimers" AND "Mutual Limitation of Liability" OF THIS MLSA 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.

16. Evaluation. If Snow provides a Product, Professional Service, or Deliverable as a trial, evaluation, or proof of concept, or otherwise at no charge, then the following terms shall apply to such Product, Professional Service, or Deliverable and take precedence in the event of any inconsistency between this Section "Evaluation" and any other term or condition in this MLSA: (a) Snow grants Customer a worldwide, nonexclusive, revocable, nontransferable, nonsublicensable license to use the Product or Deliverable within the Usage Parameters during the term identified by Snow solely for Customer's internal evaluation purposes; (b) Snow may revoke Customer's Product or Deliverable license at any time for any reason; (c) the following Sections of this MLSA shall not apply: (i) "Snow IP Infringement Indemnification", and (ii) "Warranties"; and (d) to the maximum extent permitted by applicable law, the Product, Professional Service, and Deliverable are provided "as is" and Snow disclaims all obligations or liability (except for Clause 14c 1, 2 & 6.), including any statutory or implied warranty obligations, and in any event, Snow's aggregate liability shall not exceed US $100.00.

17. General Provisions

a. Construction. In the event of any conflict between the terms of this MLSA 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 MLSA are inserted for convenience only and will not affect the meaning or interpretation of this MLSA.

b. Entire Agreement. This MLSA and any Order Form or SOW duly executed hereunder constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations (except if fraudulent), advertisements, statements, proposals, negotiations, discussions, or agreements regarding such subject matter. The Parties agree that any terms and conditions in a purchase order, invoice, or similar document proffered by Customer are of no force and effect and are hereby rejected. Snow may modify this MLSA at any time by posting a revised version on the Snow website or by otherwise notifying you in accordance with Section 17.j; provided, however, that Snow will provide at least 90 days' advance notice for materially adverse changes to the MLSA. Subject to the 90-day advance notice requirement with respect to materially adverse changes, the modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the Products after the effective date of any modifications to this MLSA, Customer agrees to be bound by the modified terms. Customer will check the Snow website regularly for modifications to this MLSA. Snow last modified this MLSA on the date listed at the end of this MLSA. Except as set forth herein, this MLSA 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 MLSA shall be finally settled by binding arbitration under the Rules of Arbitration of the International Chamber of Commerce. The Parties shall seek to mutually appoint an 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. Arbitration will take place in the Venue set forth in Section "Governing Law and Jurisdiction". All negotiations and arbitration proceedings will be confidential and treated as compromise and settlement negotiations for purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions. The language of the arbitration shall be English.

d. Governing Law and Jurisdiction. This MLSA is governed, without reference to applicable conflicts of law principles, by the laws of the jurisdiction corresponding the country or region where Customer acquired the Products (the "**Customer Location**") as set forth in the Global Appendix attached hereto ("**Governing Law**"), which is incorporated herein by reference. Each Party irrevocably agrees that any legal proceeding must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of the venue corresponding the applicable Customer Location as set forth in the Global Appendix ("**Venue of Disputes**"), and to the extent that Section "Dispute Resolution; Arbitration" does not apply, each Party irrevocably submits to the sole and exclusive personal jurisdiction of the courts of such Venue with respect to any legal proceeding involving 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 MLSA. Nothing in this MLSA prevents either Party from seeking injunctive relief in a court of competent jurisdiction. The language of any litigation or legal proceeding shall be English. 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 MLSA AND ITS SUBJECT MATTER WITHIN 1 YEARS FROM THE DATE WHEN CUSTOMER KNEW, OR SHOULD HAVE KNOWN AFTER REASONABLE INVESTIGATION, OF THE FACTS GIVING RISE TO THE CLAIM(S).

e. Severability. If any provision or portion thereof, of this MLSA is found to be invalid, unlawful, or unenforceable to any extent, such provision of this MLSA 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 MLSA 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 MLSA, 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 MLSA 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 MLSA 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 MLSA, 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 MLSA 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 MLSA. Subject to this Section "Assignment," this MLSA 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 "Assignment" 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 MLSA during any period in which such performance is delayed by circumstances beyond its reasonable control, such as the act or omission of the other Party or its agent, pandemic (or threat thereof), epidemic (or threat thereof), acts of terrorism (or threats

thereof), impacts by aircraft or missiles, labour disputes, fire, flood, exceptional weather conditions, 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, civil commotion, riot or the intervention of any governmental authority and any act of war (or threat thereof) (a "**Force Majeure**"). In such event, however, the delayed Party must promptly provide the other Party with written notice of the Force Majeure.

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 sent to the Parties address listed within the Order Form or SOW unless subsequently updated (notified in writing to the other Party), and shall be deemed to have been given upon: (i) personal delivery; (ii) the day of receipt, as shown in the applicable carrier's systems, if sent via nationally recognized express carrier; or (iii) the third business day after first class, postage prepaid, posting. All notices by Customer must include a copy to: legal@snowsoftware.com.

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

l. Subcontractors. Snow may, in its sole discretion, use subcontractors to fulfill its obligations under this MLSA, provided that Snow remains responsible for compliance of such subcontractors with the terms of this MLSA.

m. 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**"). 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; provided that all such use will be subject to Snow's confidentiality obligations herein.

n. Anti-Bribery. Each Party agrees to comply with all applicable anti-bribery laws, which may include, without limitation, the U.S. Foreign Corrupt Practices Act 1977 or the U.K. Bribery Act 2010 and any amendments hereto.

o. Export Restrictions. Customer agrees to comply with the export and import laws and regulations of any country with jurisdiction over the Products and Deliverables (including any portion or result of the Products or Deliverables). Customer represents that it is not named on any U.S. government denied-party list. Customer will not

permit any of its employees or its authorized users of the Products to use or access any Products in Cuba, Iran, North Korea, Sudan, Syria, or Crimea or any other United States embargoed country or region.

p. Execution. This MLSA and any Order Form or SOW referencing and governed by this MLSA 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 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.

1. Snow Software Entity, Governing Law, and Venue of Disputes

In accordance with and subject to Sections "Dispute Resolution; Arbitration" and "Governing Law and Jurisdiction" of the MLSA, the following table sets forth the Governing Law and Venue of Disputes that corresponds with the location in which Customer implements the Products or Professional Services.

Company Location	Governing Law	Venue of Disputes
Sweden	Swedish	Stockholm, Sweden
Denmark	Swedish	Stockholm, Sweden
Finland	Swedish	Stockholm, Sweden
Poland	Polish	Poland
Germany	German	Munich, Germany
France	French	Paris, France
Spain	English	London, England
The Netherlands	English	London, England
Italy	English	London, England
Belgium & Luxembourg	English	London, England
United Kingdom	English	London, England
All other countries in the European Economic Area, and Africa	English	London, England
All other countries in the Middle Eastern Region and Asia (excluding Australia and the Asia Pacific Region)	English	London, England
Brazil	Brazilian	Rio de Janeiro, Brazil
Mexico	USA, State of Texas	Austin, Texas, United States
USA and all other countries in the Americas	USA, State of Texas	Austin, Texas, United States
Australia and all other countries in the Asia Pacific Region	Australian	Sydney, Australia

2. Global Terms

The following terms and conditions supplement or modify the terms and conditions of the MLSA to the extent that Customer is subject to the laws of any of the countries set out below. In the event of any inconsistencies between this Global Appendix and any other provision of this MLSA, this Global Appendix shall prevail. Unless expressly amended in this Global Appendix, the provisions of this MLSA shall remain in full force and effect.

France
I.   In Section "MLSA Term" the words "may terminate," "are terminated," "will terminate" are replaced with "terminate as of right ("*de plein droit*") without any judicial formalities."

Germany
I.   In Section "Prohibited Conduct", after the words "does not comply with this agreement or applicable laws and regulations" the following words are added: "unless specifically allowed according to §§ 69d et seq. of the German Copyright Act."
II. In Section "Software Warranty", the following is added before the end of the first sentence: "Snow further warrants the Software, as delivered: will not contain any virus or other computer software routines intentionally designed to permit unauthorized access to or use of either the Software's or Customer's computer systems."
III. Section 14.c.4. is deleted and replaced with "SNOW'S OBLIGATIONS UNDER SECTION "Indemnification".
IV. In Section "Invoicing and Payment", after the words "30 days of the date of", the following words are added: "Customer's receipt of."

Australia
I.   In Section "Prohibited Conduct" replace the words "except and only to the extent applicable law allows even when this MLSA does not" with the following: "to the extent this restriction is not prohibited by law, and subject to any rights under the Australian Copyright Act that cannot be excluded by this MLSA."

Brazil

I. The following shall be added to the recitals in the MLSA: "BY ACCESSING OR USING THE PRODUCTS (AS DEFINED BELOW) WITHOUT AN APPLICABLE AGREEMENT OR BY OTHERWISE AGREEING IN WRITING TO THE TERMS AND CONDITIONS SET FORTH HEREIN, CUSTOMER HEREBY ACCEPTS ALL THE TERMS AND CONDITIONS SET OUT HEREUNDER IN THIS MLSA FOR THE RIGHT TO USE THE SOFTWARE AND RECEIVE PROFESSIONAL SERVICES (EACH AS DEFINED BELOW) PROVIDED BY SNOW."

II. The following words shall be added to the end of Section "Mutual Limitation of Liability": "NEITHER PARTY EXCLUDES OR LIMITS ITS LIABILITY FOR ANY LIABILITY WHICH MAY NOT LAWFULLY BE EXCLUDED OR LIMITED."

III. The following words shall be added to the end of Section "Basis of the Bargain": "CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS SET FORTH IN SECTION "Mutual Limitation of Liability" ARE ESSENTIAL ELEMENTS OF THIS MLSA AND THAT IN THE ABSENCE OF SUCH LIMITATION THE PRICES AND OTHER TERMS PROVIDED FOR HEREIN WOULD BE SUBSTANTIALLY DIFFERENT."

IV. The following words shall be added to Section "Governing Laws and Jurisdiction": "For purposes of determining the governing law and jurisdiction, the parties acknowledge that Snow is the proponent of this MLSA and of the business transactions embodied herein."

Singapore

I. The word "SPECIAL" is deleted from Section "Other."

[END OF GLOBAL APPENDIX]