

## ThoughtSpot for Snowflake Partner Connect

BY CLICKING THE “CONNECT” BOX IN THE SNOWFLAKE PARTNER CONNECT USER INTERFACE, INSTALLING THE THOUGHTSPOT CONNECTOR FOR SNOWFLAKE OR USING ALL OR ANY PORTION OF THE THOUGHTSPOT SOFTWARE ACCESSIBLE VIA SNOWFLAKE PARTNER CONNECT (COLLECTIVELY, THE “**SOFTWARE**”), YOU, INDIVIDUALLY AND ON BEHALF OF THE ENTITY THAT YOU REPRESENT (“**YOU**” AND “**YOUR**”) ARE ACCEPTING ALL THE TERMS AND CONDITIONS OF THIS THOUGHTSPOT FOR SNOWFLAKE PARTNER CONNECT AGREEMENT, TOGETHER WITH ITS INCORPORATED TERMS AND CONDITIONS AS PUBLISHED ON THOUGHTSPOT’S WEBSITE AT [WWW.THUGHTSPOT.COM/LEGAL](http://WWW.THUGHTSPOT.COM/LEGAL) (OR SUCCESSOR URL) (“**AGREEMENT**”). IF YOU ARE AN INDIVIDUAL USING THE SOFTWARE ON BEHALF OF A CORPORATION, PARTNERSHIP OR OTHER ENTITY, THEN THAT ENTITY WILL BE INCLUDED IN THE DEFINED TERMS “**YOU**” AND “**YOUR**,” AND YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO ACCEPT THIS AGREEMENT ON BEHALF OF SUCH ENTITY AND BIND SUCH ENTITY TO THE TERMS OF THIS AGREEMENT. ONCE ACCEPTED, THIS AGREEMENT IS LEGALLY BINDING BETWEEN YOU AND THOUGHTSPOT, INC. (“**THOUGHTSPOT**”). YOU AND THOUGHTSPOT EACH SHALL BE REFERRED TO AS A “**PARTY**.” IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE SOFTWARE.

THIS AGREEMENT INCORPORATES BY THIS REFERENCE ALL THE NUMBERED SECTIONS BELOW AS WELL AS THE SUPPORT GUIDE (DEFINED BELOW), AND APPLIES ONLY TO THE SOFTWARE; IT DOES NOT GRANT TO YOU RIGHTS TO ANY OTHER THOUGHTSPOT SOFTWARE OR SERVICE WHICH MAY BE MADE AVAILABLE UNDER SEPARATE AGREEMENTS. FROM TIME TO TIME, THOUGHTSPOT MAY MODIFY THIS AGREEMENT. TERMS ARE BINDING AT THE TIME THE TRIAL TERM IS ENTERED INTO FOR USE OF THE SOFTWARE, AND THE MOST CURRENT TERMS ARE ENTERED INTO AT THE TIME OF ANY NEW TRIAL PERIOD.

The Software will only be accessible as run on Amazon Web Services, and may only be used in conjunction with the Snowflake service. Snowflake and the Snowflake logo are trademarks of Snowflake Computing, Inc. or its affiliates.

This Agreement is effective upon your accepting this agreement (“**effective date**”). You and ThoughtSpot each shall be referred to as a “**party**” and collectively as the “**parties**.”

### 1. Definitions.

- 1.1. “**Affiliate**” means, with respect to a party, any legal entity (such as a corporation, partnership, or other legal entity) that controls, is controlled by, or is under common control with such party. For purposes of this definition, “control” means the legal power to direct or cause direction of the general management of the corporation, partnership, or other legal entity. Affiliates are “**Your Affiliates**” and Affiliates of ThoughtSpot are “**ThoughtSpot Affiliates**.”
- 1.2. “**Authorized User**” means those uniquely identified individuals who are authorized by you to access and use the Software.
- 1.3. “**Claim**” means any suit, claim, action, or demand, in each case solely to the extent brought by an unaffiliated third party.
- 1.4. “**Confidential Information**” means: (a) the Software (which is ThoughtSpot’s Confidential Information); (b) any information of a party that is disclosed in writing or orally and designated confidential at the time of disclosure (and, for oral disclosures, summarized in writing within 30 days of initial disclosure and delivered in written summary form to the receiving party), or that, due to the nature of the information or circumstances of disclosure, the receiving party should reasonably understand to be the disclosing party’s confidential information; and (c) the terms of this Agreement and any amendment or attachment to any of these (which will be deemed Confidential Information of both parties).
- 1.5. “**Documentation**” means the then-current, published installation and operating instructions, user manuals, and help files made available by ThoughtSpot to you intended for use in connection with the Software.
- 1.6. “**Instance**” means a virtual machine in Amazon’s Elastic Compute Cloud (EC2) (or its successor or replacement) for running applications on the Amazon Web Services infrastructure.
- 1.7. “**Intellectual Property Rights**” or “**IPR**” means all intellectual property or other proprietary rights worldwide, including patent, trademark, service mark, copyright, trade secret, know-how, moral right, and any other intellectual and intangible property rights, including all continuations, continuations in part, applications, renewals, and extensions of any of the foregoing, whether registered or unregistered.
- 1.8. “**Law**” means all applicable laws, rules, statutes, decrees, decisions, orders, regulations, judgments, codes, and requirements of any government authority (federal, state, local, or international) having jurisdiction.
- 1.9. “**Software**” means the ThoughtSpot software-as-a-service offering available on Amazon Web Services.
- 1.10. “**Trial Term**” means the 30-day period of subscription access and use of the Software requested by you.
- 1.11. “**Your Data**” means all data of any kind or nature that is loaded on the Software by you or on your behalf.

2. **License.** Subject to the terms and conditions of this Agreement and during the Trial Term, ThoughtSpot grants to you a temporary, limited, revocable, non-exclusive, non-sublicensable, non-transferable, worldwide license to use the Software and Documentation made available using the Snowflake connector in accordance with the Documentation, exclusively for evaluation and testing purposes in an internal non-production environment. To the extent that you grant access to the Software to any third party (including Your

Affiliate), you will be wholly responsible for compliance with this Agreement as if such third party were you.

3. **Authorized Users.** Authorized Users will receive unique username and password credentials to access the Software. User credentials may not be shared between Authorized Users and you must ensure that all Authorized Users keep user credentials strictly confidential. You may permit its contractors who are not competitors of ThoughtSpot, and Your Affiliates, to access the Software as Authorized Users in accordance with this Agreement, provided that you will remain liable for the acts and omissions of its contractors and Affiliates.
4. **No Support or Maintenance.** ThoughtSpot shall have no obligation to provide technical support, software maintenance subscription services (including the provision of updates, upgrades, patches, bug fixes, or error corrections), or other support for the Software ("Support"). However, if ThoughtSpot chooses to provide any Support to you from time to time, such Support will be governed by the then-current ThoughtSpot support policies.
5. **Restrictions.** You will not (and have no license to): (a) use or make copies of the Software or Documentation, except as expressly permitted in this Agreement; (b) install, the Software on any computer or other device or otherwise remove any part of the Software from the Instance; (c) disassemble, decompile, port, reverse compile, reverse engineer, translate, or otherwise attempt to separate any of the components of the Software or reconstruct any Software, or attempt to derive or obtain any source code, structure, algorithms, processes, techniques, technologies, know-how, or ideas embodied by, underlying, or contained in the Software; (d) sell, license, sublicense, rent, lease, encumber, lend, distribute, transfer, or provide a third party with access to the Software, on a hosted basis, as a managed service provider, or otherwise; (e) alter, modify, or create derivative works of the Software (including the underlying source code) in any way, including alteration or disconnection of any Software call-home feature or through customization, translation, or localization; (f) share the output of the Software or any testing or evaluation results with any third parties with the exception of your employees, directors, Affiliates, contractors, or agents; or (g) remove or alter any trademark, logo, copyright, or other proprietary notices, legends, symbols, or labels in the Software or Documentation. You will not cause, encourage, or permit any other person or entity under its control from taking any actions that you are prohibited from taking under this Agreement.
6. **No Warranty.** TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, THOUGHTSPOT (ON ITS OWN BEHALF AND ON BEHALF OF ITS SUPPLIERS AND LICENSORS) AND THOUGHTSPOT AFFILIATES: (A) DO NOT MAKE, AND EXPRESSLY DISCLAIM, ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SOFTWARE OR DOCUMENTATION (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THOUGHTSPOT KNOWS OR SHOULD HAVE KNOWN SUCH PURPOSE), PERFORMANCE, AND NON-INFRINGEMENT; (B) PROVIDE THE SOFTWARE "AS IS" AND "AS AVAILABLE"; AND (C) WITHOUT LIMITING THE FOREGOING CLAUSES (A) AND (B), MAKE NO (AND EXPRESSLY DISCLAIM) ANY WARRANTY THAT THE SOFTWARE AND ANY USE THEREOF, WILL BE UNINTERRUPTED, ACCURATE, RELIABLE, COMPATIBLE WITH ANY PARTICULAR ENVIRONMENT, OR FREE FROM DEFECTS, VIRUS, OR ERRORS (OR THAT ANY ERRORS WILL BE CORRECTED).
7. **Ownership.** As between the parties, you and your licensors will retain all right, title, and interest in and to all IPR in Your Data. As between the parties, ThoughtSpot, ThoughtSpot Affiliates, and its and their suppliers and licensors own all right, title, and interest in and to all IPR in (and in all copies of) the Software and Documentation, regardless of the form or media in or on which the original or other copies may subsequently exist. Except for the limited licenses expressly granted in this Agreement, ThoughtSpot reserves all, and does not grant any other, rights (express, implied, by estoppel, through exhaustion, or otherwise). The Software is licensed and not sold. ThoughtSpot encourages you to provide suggestions, proposals, ideas, recommendations, or other input regarding the Software (collectively, "Feedback"). To the extent that you provide such voluntary Feedback to ThoughtSpot, ThoughtSpot may use it for any purpose without obligation of any kind.
8. **Data.**
  - 8.1. **General.** You are solely responsible for the accuracy and content of all Your Data. You represent and warrant to ThoughtSpot that: (a) you have sufficient rights in the Your Data to authorize ThoughtSpot to process, distribute and display Your Data as contemplated by this Agreement and the Documentation; and (b) your use of the Software and all Your Data is at all times compliant with your privacy policies and all applicable local, state, federal and international laws, regulations and conventions, including without limitation those related to data privacy, international communications and the exportation and transfer of technical or personal data.
  - 8.2. **Protected Health Information.** You shall not upload to the Software or publish thereon any patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended) ("HIPAA"), or any similar federal or state laws, rules or regulations ("Health Information") and acknowledges that ThoughtSpot is not a Business Associate as that term is defined in HIPAA. ThoughtSpot will have no liability under this Agreement for Health Information, notwithstanding anything to the contrary herein.
  - 8.3. **Payment Card Data.** You shall not upload to the Software or publish thereon any payment card information and you acknowledge that the Software is not compliant with the Payment Card Industry Data Security Standards.
  - 8.4. **Data Backup.** The Software does not provide an archiving or data backup service. The Software does not replace the need for you to maintain regular data backups or redundant data archives. THOUGHTSPOT HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF YOUR DATA.
  - 8.5. **License.** Subject to the terms of this Agreement, you hereby grant to ThoughtSpot a nonexclusive, worldwide, royalty-free right

to use, copy, store, transmit, distribute, perform and display (including publicly), modify and create derivative works of Your Data solely to the extent necessary to provide Software to you.

## 9. Confidentiality.

9.1. **Use of Confidential Information.** For the term of this Agreement, and surviving expiration or termination of this Agreement for up to three years after disclosure of the Confidential Information, the party receiving Confidential Information (the “**receiving party**”) from the other party (the “**disclosing party**”) will use it solely to perform the rights and obligations provided under this Agreement, and not for any other purpose without the disclosing party’s prior written consent. Subject to Section 9.2 (*Exceptions*), the receiving party will not disclose to any third party any of the disclosing party’s Confidential Information. The receiving party will use at least the same degree of care in handling the disclosing party’s Confidential Information as it uses to protect its own Confidential Information, but no less than reasonable care. The receiving party will notify disclosing party immediately on becoming aware of any unauthorized use or release of the disclosing party’s Confidential Information. The receiving party may disclose the disclosing party’s Confidential Information to those of its Affiliates, directors, advisors, employees, or contractors (collectively, “**Representatives**”) who have a need to know such Confidential Information to perform under or in relation to this Agreement, but only if such Representatives are subject to a binding, written agreement no less protective of disclosing party than the confidentiality terms of this Agreement. The receiving party will, at the disclosing party’s request or on termination of this Agreement, return all originals, copies, and summaries of Confidential Information and other tangible materials and devices provided to receiving party as Confidential Information, or at the disclosing party’s option, certify destruction of same (although nothing in this sentence may be construed to require either party to purge copies automatically archived in backup media that are not readily accessible for further use or review). Nothing under this Agreement or trade secret Law may be construed to restrict or limit ThoughtSpot’s right to perform (or assign any personnel to perform) professional services for any other party or to use any information incidentally retained in the unaided memories of its personnel providing professional services.

9.2. **Exceptions.** The receiving party’s obligations under this Section 9 (*Confidentiality*) will not apply, and the receiving party will have no further obligations, with respect to any of the disclosing party’s Confidential Information that is: (a) generally known to the public at the time of disclosure or becomes generally known through no wrongful act of receiving party; (b) rightfully in the receiving party’s possession, or otherwise rightfully known by the receiving party, at the time of disclosure by the disclosing party and not subject to a confidentiality obligation; (c) required to be disclosed by the receiving party to comply with a court order, Law, or government regulations, but only if the receiving party promptly notifies disclosing party to enable the disclosing party to seek a protective order or other appropriate remedy, and takes commercially reasonable and lawful actions to avoid or minimize the extent of, and to obtain confidential treatment for, any such disclosure; or (d) independently developed by the receiving party without use of, reference to, or reliance on the disclosing party’s Confidential Information.

9.3. **Publicity.** Neither party will issue any press releases or announcements, or any marketing, advertising, or other promotional materials, related to this Agreement or referencing the other party without the other party’s prior written approval.

10. **Limitations of Liability.** TO THE EXTENT PERMITTED BY LAW, NEITHER YOU NOR THOUGHTSPOT WILL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, MULTIPLE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER INDIRECT DAMAGES, OR FOR DAMAGES RELATING TO: (A) LOSS OR INACCURACY OF, OR DAMAGE TO, DATA; (B) LOST REVENUE OR PROFITS; (C) LOSS OF BUSINESS; (D) DAMAGE TO GOODWILL; (E) WORK STOPPAGE; (F) IMPAIRMENT OF OTHER ASSETS; OR (G) INDIRECT DAMAGES OF ANY TYPE HOWEVER CAUSED AND WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH THEY ARE SOUGHT, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION, FORESEEABLE OR NOT, AND WITHOUT REGARD TO WHETHER A PARTY HAS BEEN ADVISED SUCH DAMAGES ARE POSSIBLE. TO THE EXTENT PERMITTED BY LAW, EACH PARTY’S TOTAL, CUMULATIVE LIABILITY ARISING IN ANY WAY OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL BE LIMITED TO DIRECT DAMAGES INCURRED IN REASONABLE RELIANCE IN AN AMOUNT NOT EXCEEDING US\$ 500.00 FOR ALL CLAIMS IN THE AGGREGATE. This Section does not apply to: (i) infringement, misappropriation, or other violation by you of ThoughtSpot’s IPR; or (ii) breach of a party’s obligations under Section 9 (*Confidentiality*). These limitations and exclusions do, however, apply to and protect ThoughtSpot Affiliates and their suppliers and licensors.

11. **Term and Termination.** This Agreement begins on the Effective Date and terminates upon the expiration of the Trial Term. Either party may terminate this Agreement immediately upon written notice to the other party. On termination of this Agreement for any reason: (i) all licenses granted by each party immediately terminate; and (ii) you will immediately discontinue use of all Software and the Instance. Except as otherwise provided in this Agreement, the following will survive termination of this Agreement: Sections 1 (*Definitions*), 5 (*Restrictions*), 6 (*No Warranty*), 7 (*Ownership*), 8 (*Data*), 9 (*Confidentiality*), 10 (*Limitations of Liability*), 11 (*Term and Termination*), and 11 (*General*).

## 12. Proper Conduct.

12.1. **Compliance with Law.** Each party will comply with all Law in its performance of this Agreement.

12.2. **Export Compliance.** Each party will comply with local and foreign export control Law, including U.S. export control Law. Software is subject to U.S. Export Administration Regulations (“**EAR**”) and you will comply with EAR. Without limiting the foregoing, you represent and warrant that: (a) you are not located in, and will not use any Software from, any country subject to U.S. export restrictions (currently including Cuba, Iran, North Korea, Sudan, Syria, and Crimea Region); (b) you will not use Software in the

design, development, or production of nuclear, chemical, or biological weapons, or rocket systems, space launch vehicles, sounding rockets, or unmanned air vehicle systems; and (c) you are not prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. In addition, you are responsible for complying with any local Law that may impact your right to import, export, or use Software or any of them.

- 12.3. **U.S. Government Use.** Software provided under this Agreement is commercial computer software (as defined in Federal Acquisition Regulation (“FAR”) 2.101 for civilian agency purchases and Department of Defense (“DOD”) FAR Supplement (“DFARS”) 252.227-7014(a)(1) for defense agency purchases) and ThoughtSpot services are commercial items. If the Software is licensed or services acquired by or on behalf of a civilian agency, ThoughtSpot provides the Software, its documentation, and any other technical data subject to this Agreement consistent with FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data). If the Software is licensed or services acquired by or on behalf of any DOD agency, ThoughtSpot provides the Software, its documentation, and any other technical data subject to this Agreement consistent with DFARS 227.7202-3. If this is a DOD prime contract or DOD subcontract, the DOD agency may acquire additional rights in technical data under DFARS 252.227- 7015(b). This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data.

### 13. General.

- 13.1. **Use Verification.** ThoughtSpot may remotely review your use of Software, and on ThoughtSpot’s written request, you will provide reasonable assistance to verify your compliance with the Agreement, and access to and use of Software. If ThoughtSpot determines that you have exceeded your permitted access and use rights to Software, ThoughtSpot will disable any unpermitted use, or terminate this Agreement.
- 13.2. **Waiver; Amendment.** No delay or failure by either party to exercise any right under this Agreement will waive that or any other right. A waiver of any breach of this Agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party. Any amendment to this Agreement must be in writing and signed by authorized representatives of both parties.
- 13.3. **Assignment.** Neither party may assign its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party. Any attempted or purported assignment in violation of this Section will be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 13.4. **Notices.** All notices and other communications under this Agreement will be: (a) in writing; (b) in English; and (c) deemed given when delivered (or the first business day after delivery with confirmation of receipt, for notices permitted by email). Notices under this Agreement will be sufficient only if: (i) personally delivered; (ii) delivered by a major commercial rapid delivery courier service with tracking capabilities; (iii) mailed by certified or registered mail, return receipt requested, to a party at the address stated in this Agreement (or at such address as the recipient has notified the other party of, before notice was sent); or (iv) sent via email, if the recipient’s email address is provided in this Agreement (but email will not be sufficient for notices regarding an alleged breach).
- 13.5. **Dispute Resolution.** This Agreement and performance under it will be governed by the substantive laws of the State of California, disregarding its conflict of law rules. If federal jurisdiction exists over any suit, action, or proceeding arising out of or relating to this Agreement, the parties consent to exclusive jurisdiction and venue in San Francisco, California. If not, the parties consent to exclusive jurisdiction and venue in the California state courts sitting in Santa Clara County, California. In any such suit, action, or proceeding, the prevailing party may recover its reasonable attorneys’ fees, costs, and other expenses, including those on appeal or in a bankruptcy action.
- 13.6. **Relationship.** The parties are independent contractors. Nothing in this Agreement will be construed to create a partnership, joint venture, agency, or other relationship. Neither party has any right or authority to assume or create any obligation of any kind, express or implied, in the other party’s name or on its behalf. There are no third-party beneficiaries to this Agreement. ThoughtSpot’s licensors will have no liability of any kind under this Agreement. ThoughtSpot’s liability with respect to any third-party software embedded in Software will be subject to Section 10 (*Limitations of Liability*).
- 13.7. **Severability.** If any part of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that part will be deemed reformed to effectuate the parties’ intentions, and the rest of this Agreement will remain in full force and effect.
- 13.8. **Execution and Construction.** Section headings are intended solely for convenience and will not affect the meaning of this Agreement. This Agreement will be interpreted according to its plain meaning without presuming it should favor either party. Unless stated or context requires otherwise: (a) all internal references are to this Agreement and its parties; (b) first-level section references (e.g., “as provided in Section 1”) includes all subordinate subsections (e.g., 1.1, 1.2, etc.) within that section; (c) “days” means calendar days; (d) “may” means that the applicable party has a right, but not a concomitant duty; (e) “notify” means to give notice under (and “notice” means a notice that complies with) Section 13.4 (*Notices*); (f) “current” or “currently” means “as of the Effective Date” but “then-current” means the present time when the applicable right is exercised or performance rendered or measured; (g) URLs are understood to also refer to successors, localizations, and information or resources linked from within websites at such URLs; (h) lists of examples following “including”, “e.g.”, “such as”, “excludes”, “for example”, or similar words are deemed to include “without limitation”; (i) the word “or” is deemed to be an inclusive “or”; and (j) a party’s choices under this Agreement are in its sole discretion. Any translation of the English-language version of this Agreement is for convenience only, and the English-language version will govern. If you are domiciled in Canada, the parties expressly wish to execute this Agreement

and any associated documentation in English.

- 13.9. **Entire Agreement.** This Agreement sets forth the complete and exclusive agreement between the parties relating to its subject matter and supersedes all prior oral and written agreements, understandings, and communications (including any requests for quote, requests for information, requests for proposal, or the like), regarding its subject matter.